
**TIGARD CITY COUNCIL
MEETING**

JULY 13, 2004 6:30 p.m.

**TIGARD CITY HALL
13125 SW HALL BLVD
TIGARD, OR 97223**



PUBLIC NOTICE:

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Visitor's Agenda items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are estimated; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. Business agenda items can be heard in any order after 7:30 p.m.

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

A G E N D A
TIGARD CITY COUNCIL MEETING
JULY 13, 2004

6:30 PM

- **STUDY SESSION**

- > **REVIEW COUNCIL GROUNDRULES**

- **EXECUTIVE SESSION:** The Tigard City Council will go into Executive Session to discuss employment-related items and exempt public records under ORS 192.660(2)(i) and 192.660(2)(f). All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

7:30 PM

- 1. **BUSINESS MEETING**

- 1.1 Call to Order - City Council & Local Contract Review Board
 - 1.2 Roll Call
 - 1.3 Pledge of Allegiance
 - 1.4 Council Communications & Liaison Reports
 - 1.5 Call to Council and Staff for Non-Agenda Items

- 2. **VISITOR'S AGENDA (Two Minutes or Less, Please)**

- Representative from the Tigard Area Chamber of Commerce

- 3. **CONSENT AGENDA:** These items are considered to be routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:

- 3.1 Approve Council Minutes for June 8 and 15, 2004
 - 3.2 Receive and File
 - a. Council Calendar
 - b. Tentative Agenda

- 3.3 Approve Budget Amendment #1 to Increase Appropriations for Funding of the SEIU Labor Agreement and Management Cost-of-Living – Resolution No. 04 - _____
- 3.4 Initiate Action to Transfer Jurisdiction of Certain County Roads Within the City to the City – Resolution No. 04 - _____
- 3.5 Local Contract Review Board:
 - a. Award Contract for Moving Services to Lile Relocation Services
 - b. Award Contract for the Construction of 100th Avenue and Murdock Street Sanitary Sewer (Sewer Reimbursement District No. 27) to Dunn Construction, Inc.
 - c. Award Contract for City Labor Attorney Services to Bullard, Smith, Jernstedt, Wilson and Authorize City Manager to execute
- *Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.*
- 4. TUALATIN VALLEY TELEVISION
 - a. Report by Marci Hosier, Executive Director
- 5. UPDATE ON THE NEW TIGARD LIBRARY
 - a. Staff Report: Library Staff
 - b. Council Discussion
- 6. CONSIDER AN ORDINANCE GRANTING A NON-EXCLUSIVE GAS UTILITY FRANCHISE TO NORTHWEST NATURAL
 - a. Staff Report: Finance Staff
 - b. Council Discussion
 - c. Council Consideration: Ordinance No. 04 - _____
- 7. CONSIDER A RESOLUTION RECONSTITUTING THE TRANSPORTATION FINANCING STRATEGIES TASK FORCE
 - a. Staff Report: Engineering Staff
 - b. Council Discussion
 - c. Council Consideration: Resolution No. 04 - _____

8. CONSIDER A RESOLUTION COMMENDING THE TRANSPORTATION FINANCING STRATEGIES TASK FORCE FOR A JOB WELL DONE
 - a. Staff Report: Engineering Staff
 - b. Council Discussion
 - c. Council Consideration: Resolution No. 04 - _____
9. RECEIVE INFORMATION ON SECOND ANNUAL NATIONAL NIGHT OUT
 - a. Staff Report: Police Staff
 - b. Council Discussion
10. PUBLIC HEARING (QUASI-JUDICIAL) – PUBLIC RIGHT-OF-WAY STREET VACATION FOR SW 72ND AVENUE (VAC 2004-00001)

The Tigard City Council will hold a public hearing to consider the proposed vacation involving an approximately 4,387 square foot portion of SW 72nd Avenue, near the intersection of SW 72nd Avenue and Bridgeport Road.

The portions of SW 72nd Avenue that have been requested to be vacated are to the southwest of the Borders/Bed Bath and Beyond commercial center. The reason for the vacation request is for the realignment of SW 72nd Avenue in connection with the relocation of the Bridgeport Village restaurant and the Durham Quarry commercial center. The applicant's client, Opus Northwest has been approved for Site Development Review for a new access into the Borders/Bed Bath and Beyond commercial center (SDR2003-00017) in conjunction with the relocation of the Bridgeport Village restaurant. The approval has been conditioned upon the successful completion of the requested vacation.

The majority of the land underlying the former right-of-way is within the jurisdiction of the City of Tualatin. However, the three small segments (0.1 acres total) are subject to Tigard's jurisdiction. With the successful vacation of the requested right-of-way, the subject square footage would be incorporated into adjoining parcels within the City of Tigard.

The request was filed with the City on March 17, 2004 and initiated by the City Council at the request of the applicant on May 11, 2004. Any interested person may appear and be heard for or against the proposed vacation of said 72nd Avenue Public Right-of-Way Street Vacation. Any written objections or remonstrances shall be filed with the City Recorder by 7:30 PM on July 13, 2004.

- a. Open Public Hearing _____

- b. Declarations or Challenges
 - Do any members of Council wish to report any ex parte contact or information gained outside the hearing, including any site visits?
 - Have all members familiarized themselves with the application?
 - Are there any challenges from the audience pertaining to the Council's jurisdiction to hear this matter or is there a challenge on the participation of any member of the Council?
 - c. Staff Report: Community Development Department
 - d. Public Testimony
 - For all those wishing to testify, please be aware that failure to raise an issue accompanied by statements or evidence sufficient to afford the Council and parties an opportunity to respond to the issue will preclude an appeal to the Land Use Board of Appeals on this issue. Testimony and evidence must be directed toward the criteria described by staff or other criteria in the plan or land use regulation which you believe apply to the decision.
 - Proponents
 - Opponents
 - Rebuttal
 - e. Staff Recommendation
 - f. Council Questions
 - g. Close Public Hearing
 - h. Council Consideration: Ordinance No. 04 - _____
11. PUBLIC HEARING (INFORMATIONAL) – CONSIDER RESOLUTION FORMING SANITARY SEWER REIMBURSEMENT DISTRICT NO. 30 (SW 121st Avenue)
- a. Open Public Hearing
 - b. Summation by Engineering Staff
 - c. Public Testimony
 - d. Staff Recommendation
 - e. Council Discussion
 - f. Close Public Hearing
 - g. Council Consideration: Resolution No. 04 - _____

12. COUNCIL LIAISON REPORTS
13. NON AGENDA ITEMS
14. ADJOURNMENT

COUNCIL MINUTES
TIGARD CITY COUNCIL MEETING
June 8, 2004

The meeting was called to order at 6:30 p.m. by Mayor Dirksen.

Council Present: Mayor Dirksen, Councilors Moore, Sherwood, Wilson, Woodruff

- EXECUTIVE SESSION: The Tigard City Council went into Executive Session at 6:30 p.m. to discuss labor negotiations, exempt public records, and pending litigation under ORS 192.660(2)(d)(f) and (h).

Executive Session recessed at 7:19 p.m.

Study Session convened at 7:19 p.m.

- STUDY SESSION

- > ADMINISTRATIVE ITEMS

- City Manager Monahan asked if the Council would like to have dinner with the Indonesian delegation on Tuesday, June 15, 2004 at 5 p.m. Several Councilors were interested in attending. Mr. Monahan said he would confirm time and place.
 - Mr. Monahan provided details on consent agenda item 3.3c – computer bids for the new library. An updated agenda item summary was distributed.
 - Mr. Monahan noted the Nicoli field dedication will take place in conjunction with the Balloon Festival on Sunday. The Council has been given invitations and parking passes in their mail packets. Former City Councilor Paul Hunt will be speaking at the dedication.
 - A LOC Handbook for Oregon City Councilors was distributed to the Councilors. It will also be given to candidates.
 - Mr. Monahan noted he will be providing ethics training for city board and committee members on Thursday, July 8. He invited the Council to attend. Several Councilors stated they had a conflict with this date and would not be in attendance.

Study session recessed at 7:24 p.m.

1. BUSINESS MEETING

- 1.1 Mayor Dirksen called the Council and Local Contract Review Board Meeting to order at 7:33 p.m.
- 1.2 Roll Call: Mayor Dirksen, Councilors Moore, Sherwood, Wilson and Woodruff were present
- 1.3 Pledge of Allegiance
- 1.4 Council Communications & Liaison Reports

Mayor Dirksen thanked Councilor Wilson for representing the city at the Westside Mayor's meeting.

1.5 Call to Council and Staff for Non-Agenda Items

City Manager Monahan noted there were no non-agenda items, but referred to a memo regarding an upcoming Downtown Task Force tour on June 11. Mr. Monahan asked the Councilors to let him know if they were interested in attending.

2. VISITOR'S AGENDA

- Nikki Pham, Tigard High School Student Envoy, told the Council about various activities and information related to the high school. Ms. Pham distributed a handout (Agenda Item No. 2, Exhibit 1) which is on file in the City Recorder's office.
- Chamber President Murphy updated the Council on Tigard Area Chamber of Commerce activities. Mr. Murphy stated his tenure as President on the Chamber of Commerce Board ends on June 15, but he or incoming President Devin Kidman would still be reporting to the Council.
- Henry Kane, 12077 SW Camden Ln., Beaverton, Oregon, mentioned his letter to the Council (Agenda Item No. 2, Exhibit 2) regarding the voting methodology proposed for the Bull Mountain annexation. Mr. Kane stated he will be submitting a comprehensive brief. Mr. Kane contended a double majority vote is constitutional, while a cumulative single majority vote is not. He continued by saying if the city proceeded with the cumulative single voting method, a U.S. District Court case would be filed by July 29 asking for a permanent injunction against the city.

- Richard Franzke, 14980 SW 133rd Ave., Tigard, Oregon, handed out a document (Agenda Item No. 2, Exhibit 3) containing information on the King City annexation study and Tigard's proposed voting method. Mr. Franzke stated King City was conducting an in-depth, professional study and preliminary information seems favorable.

Mr. Franzke asserted that employing a methodology involving a single counting of ballots will be challenged legally. He added this voting process is unfair, unconstitutional and not proper interpretation of statute. Mr. Franzke warned that failure to work amicably with King City to resolve the annexation issue would result in litigation.

- Lisa Hamilton-Treick, 13565 SW Beef Bend Rd., unincorporated Bull Mountain, expressed concern over the lack of accommodations made for the large audience that attended the December 2 Bull Mountain hearing. Ms. Hamilton-Treick stated there will likely be a sizeable crowd at the upcoming July 27 public hearing. She requested the city provide amplified sound and television monitors in the lobby and possibly outside, in the event Town Hall fills to capacity. She stated many elderly long-time Bull Mountain residents could not stand for long periods of time.

Ms. Hamilton-Treick asked for clarification on upcoming Council meetings in which items relating to Bull Mountain might be discussed.

Councilor Wilson pointed out the city's web site was not up to date. City Manager Monahan relayed the following possible dates for public comment and Council action on Bull Mountain annexation issues:

Item	Date or Possible Dates
Council discussion of Bull Mountain the white papers.	June 15 workshop
Public comment on the white papers. (Meeting may continue to June 23 & 24 depending upon the amount of public testimony.)	June 22 Possibly June 23 & 24
Council action on the white papers. Action date depends upon the amount of public testimony. *The Council may also choose to take action at a meeting subsequent to the dates listed.	June 22, 23, 24 or another date*

Discussion of King City proposal. Don't know when this information will be received from King City.	unknown
Public comment on the annexation plan. (Meeting may continue to July 28 & 29 depending upon the amount of public testimony.)	July 27 Possibly July 28 & 29
Council action on the annexation plan. Action date depends upon the amount of public testimony.	July 27, 28, 29 or Aug 3
Public comment on the ballot title. (Meeting may continue to Aug 11 & 12 depending upon the amount of public testimony.)	Aug 10 Possibly Aug 11 & 12
Council action on the ballot title. Action date depends upon the amount of public testimony.	Aug 10, 11, 12

Mr. Monahan advised that should the Council desire, the city can provide monitors to broadcast the meeting in-house. He explained Tualatin Valley Television controls the broadcast of Council meetings and has other time slots allocated to other jurisdictions. He confirmed the July 27 meeting falls on one of Tigard's standard time slots and would be broadcast live.

Ms. Hamilton-Treick asked if there was any discussion about how late these meetings may go. Mr. Monahan explained the length of Council meetings is left to the Council's discretion. Council groundrules state the Council is to have a discussion as to whether they wish to continue a meeting beyond 10 p.m.

Ms. Hamilton-Treick noted the July 27 meeting is the most important one and hoped it would not be cut unusually short.

A brief discussion regarding public testimony occurred.

- Diane Jelderks, 11890 SW 91st Ave., Tigard, Oregon, described her work experience with the Planning Commission and the city engineer's office. Ms. Jelderks stated there had been an error made in the process of adopting the

Transportation System Plan (TSP). She stated this error impacts the proposed \$50,000 feasibility study of Walnut Street/Ash Avenue connection listed in the Capital Improvement Program the Council will consider tonight.

Ms. Jelderks directed the Council's attention to Ordinance No. 91-03 which is related to Comprehensive Plan amendment 90-10, adopted March 12, 1991. She noted it appeared the ordinance was ever incorporated into the Comprehensive Plan map. Ms. Jelderks read the relevant part of the ordinance, "delete the Ash Avenue connection between Commercial Street and Highway 99W at Walnut Street. Reestablish the Ash Avenue connection between Burnham Street and Hill Street." She advised Ordinance No. 02-03, relating to the TSP, did not repeal Ordinance No. 91-03. As the connection is still depicted in the TSP, Ms. Jelderks stated Ordinance Nos. 91-03 and 02-03 are in direct conflict with one another.

Ms. Jelderks informed the Council Ordinance No. 91-03 resulted from the input of Neighborhood Planning Organizations, the Transportation Advisory Committee, local residents, the Ash Avenue neighborhood, downtown business owners and a developer and engineers who were developing a site on Main Street. Ms. Jelderks noted that although there was considerable public involvement in this process, the same could not be said for the subsequent adoption of the Transportation System Plan. She indicated no one who had spoken at the earlier hearing had been given any notice of the change that is currently reflected in the TSP. She stated making a change of this magnitude, without contacting those involved in the previous process, was not in line with the Council's communication philosophy.

Ms. Jelderks requested the City Council direct staff to initiate a Comprehensive Plan Amendment to remove the Walnut Street/Ash Ave connection from the TSP.

Mr. Monahan suggested the Council may wish to ask staff to bring the ordinances in question to the Downtown Task Force, since the connection in question is related to the downtown. He suggested the task force might review the ordinances and provide the Council with a recommendation.

Mr. Monahan proposed the Council still consider the Capital Improvement Program, where the \$50,000 feasibility study is located, with the understanding that no funds would be expended on this study until an analysis is completed. City Attorney Firestone agreed this approach was acceptable.

- Isador W. Morgavi, 15145 SW 119th Ave., Tigard, Oregon, who introduced himself as a charter member of the Friends of Bull Mountain. Mr. Morgavi described a 2002 telephone survey conducted by the City of Tigard and Washington County. In the survey, both Tigard and Bull Mountain residents were contacted. Mr. Morgavi cited the executive overview of the survey which said significant differences could be seen between Bull Mountain and Tigard residents. Mr. Morgavi explained, initially, 52 percent of Tigard residents and 30 percent of Bull Mountain residents supported annexation. Ten percent of Tigard residents and 44 percent of Bull Mountain residents opposed annexation. The survey concluded by noting support for annexation was divided at the border between the City of Tigard and the unincorporated area of Bull Mountain. When Tigard and Bull Mountain residents were combined, 49 percent were in support of annexation, however only 40 percent of those previously unaware of the possibility of annexation said they supported the idea. Support for annexation increased among both groups surveyed when it was indicated more money would be available for parks and open space development. Mr. Morgavi asserted that despite park system development charges being collected by the city from the Bull Mountain area, no park money has been spent in this location.

Mr. Morgavi added Tigard is disregarding the Tigard and Bull Mountain residents who were opposed (51 percent) to a majority single vote.

Mr. Morgavi noted with revenue limitations, the city has an increasingly difficult task in providing services for its constituents. He concluded by asking the Council not to lose sight of the fact that "you who govern derive your right from the informed consent of the governed."

- Keshmira McVey, 13525 SW Beef Bend Rd., unincorporated Bull Mountain, addressed the Council about the voting method related to the Bull Mountain annexation. Ms. McVey contended that although every Bull Mountain resident could be opposed to annexation, annexation could still go through regardless of their votes. Since the annexation will result in higher taxes, this is essentially taxation without representation for Bull Mountain residents. Ms. McVey stated it was unfair resolve Tigard's budget problems by annexing Bull Mountain. She noted King City had no debt. If Bull Mountain were annexed by King City, annexed residents would not be paying for existing debts for which they had never voted. Bull Mountain is being asked to subsidize Tigard's budget. She commented Bull Mountain is a low service, high revenue area.
- Grethchen Buehner, 13249 SW 136th Pl., Tigard, Oregon, stated one-third of Bull Mountain has already been incorporated into the City of Tigard. She noted

these residents may disagree with the attitudes of unincorporated Bull Mountain residents. Ms. Buehner stated she hoped the Council was open to hearing from citizens who reside in incorporated Bull Mountain.

- Holly Shumway, 14535 SW Woodhue, unincorporated Bull Mountain, stated she is the chairperson of Citizen Participation Organization (CPO) 4B, although she was addressing the Council as a citizen. Ms. Shumway spoke about the proposed Bull Mountain annexation.

Ms. Shumway cited a survey, involving Bull Mountain and Tigard residents, which indicated these groups wanted a fair and right annexation process. Survey respondents stated they supported a process which did not involve bullying or go against the grain of democracy. She added the CPO seeks to represent all viewpoints and the resounding message she has heard from this group is to, "let it be fair."

- Ron Ellis-Gaut, 10947 SW Chateau Ln., Tigard, Oregon, noted he was a Tigard resident. He expressed concern over the amount of resources the city was devoting to annexation and the organized resistance from Bull Mountain residents. He questioned what the city was trying to accomplish and what lengths the city was willing to go to in terms of cost and effort regarding this issue.

Mayor Dirksen recognized the Boy Scouts of Troop 871, who were attending the Council meeting in order to earn a merit badge.

- Mayor Dirksen responded to visitor's agenda comments regarding the Bull Mountain annexation single majority voting method. He stated the single majority vote is the democratic choice, because the entire body politic votes on an issue that affects the body politic. Mayor Dirksen contended a double majority vote disenfranchises Tigard voters, because the cumulative vote of 4,000 Bull Mountain voters is given equal weight to the 22,000 votes of Tigard voters. This reduces the impact of a Tigard voter to one-fifth that of a Bull Mountain voter.

3. CONSENT AGENDA: Motion by Councilor Sherwood, seconded by Councilor Wilson, to adopt the Consent Agenda as follows:

3.1 Approve Council Minutes for May 11, 18 and 25, 2004

- 3.2 Receive and File
 - a. Council Calendar
 - b. Tentative Agenda
- 3.3 Local Contract Review Board:
 - a. Award the Contract for Mowing and Wee d Cutting in the City's Right-of-way Areas to Chorak Mowing.
 - b. Award the Contract for the Construction of the Hall Boulevard Sidewalk to ACS, Inc.
 - c. Award Purchase of Desktop Computers for New Library to Viable Links.

The motion was approved by a unanimous vote:

Mayor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Sherwood	-	Yes
Councilor Wilson	-	Yes
Councilor Woodruff	-	Yes

4. UPDATE ON THE 2004 TIGARD FESTIVAL OF BALLOONS

Event Organizer Nicoli provided a handout with highlights and information on the upcoming Tigard Festival of Balloons. The handout (Agenda Item No. 4, Exhibit 1) is on file in the City Recorder's office. Mr. Nicoli mentioned many non-profit organizations rely on the event to raise money. He reported there would be several Father's Day promotions on Sunday.

Mr. Nicoli relayed there would be an admission charge during certain hours. Funds generated from admission will be used to reduce the event's dependency on sponsorships, with a portion of the admission fees donated to the Good Neighbor Center and the Tigard Skate Park.

Councilor Wilson inquired about the event's sustainability. Mr. Nicoli responded that coordinating the event will be easier next year as he is documenting everything. He informed the Council he purchased rain insurance. He noted he hoped to build some equity to create a financially viable, self-sustaining event.

Several Councilors thanked Mr. Nicoli for his work on the event.

City Manger Monahan mentioned the dedication of the Nicoli Athletic Fields which would take place at Cook Park on Sunday, June 20 at 11 a.m.

5. PUBLIC HEARING – APPROVE THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2004-2005

- a. Open Public Hearing
Mayor Dirksen opened the public hearing.
- b. Summation by Engineering Staff
City Engineer Duenas gave a PowerPoint presentation highlighting the 2004-2005 Capital Improvement Program. The PowerPoint is on file in the City Recorder's office.
- c. Public Testimony
 - Gretchen Buehner, 13249 SW 136th Pl., Tigard, Oregon, commended Mr. Duenas on the Capital Improvement Program. She has been impressed in her dealings with Mr. Duenas and reminded the Council the process provided plenty of opportunities for public input.
- d. Staff Recommendation
Mr. Duenas recommended approving the fiscal year 2004-2005 Capital Improvement Program with project implementation beginning July 1. Based upon an earlier visitor's agenda item, Mr. Duenas suggested the Council may wish to hold off on the Walnut St. extension until an analysis is completed.
- e. Council Discussion
In response to an inquiry from Councilor Wilson, Mr. Duenas discussed the traffic impacts and the timeline for city and county projects related to Walnut St.
- f. Close Public Hearing
Mayor Dirksen closed the public hearing.
- g. Council Consideration
Motion by Councilor Sherwood to approve the Capital Improvement Program project for 2004-2005 with the exception that funds earmarked for the Walnut St./Ash St. extension cannot be expended until a review is initiated by the Downtown Task Force, such a review is completed and

findings are sent on to the Council for consideration, whereby the Council will give direction.

The motion was seconded by Councilor Woodruff.

The motion was approved by unanimous vote:

Mayor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Sherwood	-	Yes
Councilor Wilson	-	Yes
Councilor Woodruff	-	Yes

6. PUBLIC HEARING – CONSIDER A RESOLUTION CERTIFYING THAT THE CITY OF TIGARD PROVIDES SERVICES QUALIFYING FOR STATE SHARED REVENUES
 - a. Open Public Hearing
Mayor Dirksen opened the public hearing.
 - b. Summation by Finance Staff
Finance Director Prosser offered a brief summary of this item. He provided estimates for the cigarette, liquor and gas taxes. Mr. Prosser explained cigarette and liquor taxes are revenues to the general fund, while the gas tax is a revenue to the gas tax fund.
 - c. Public Testimony
There was no public testimony.
 - d. Staff Recommendation
 - e. Council Discussion
There was no Council discussion.
 - f. Close Public Hearing
Mayor Dirksen closed the public hearing.
 - g. Council Consideration
Motion by Councilor Wilson, seconded by Councilor Moore, to adopt Resolution No. 04 – 35

Resolution No. 04 – 35, A RESOLUTION CERTIFYING THAT THE CITY OF TIGARD PROVIDES SERVICES QUALIFYING FOR STATE SHARED REVENUES

The resolution was approved by unanimous vote:

Mayor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Sherwood	-	Yes
Councilor Wilson	-	Yes
Councilor Woodruff	-	Yes

7. PUBLIC HEARING - CONSIDER AN ORDINANCE DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES

- a. Open Public Hearing
Mayor Dirksen opened the public hearing.
- b. Summation by Finance Staff
Finance Director Prosser offered a brief summary of this item. Mr. Prosser confirmed the amount of these funds was based on population.
- c. Public Testimony
There was no public testimony.
- d. Staff Recommendation
Mr. Prosser recommended approval of the ordinance.
- e. Council Discussion
There was no Council discussion.
- f. Close Public Hearing
Mayor Dirksen closed the public hearing.
- g. Council Consideration
Motion by Councilor Sherwood, seconded by Councilor Woodruff, to adopt Ordinance No. 04 - 05

Ordinance No. 04 – 05, AN ORDINANCE DECLARING THE CITY'S
ELECTION TO RECEIVE STATE REVENUES

The ordinance was approved by unanimous vote:

Mayor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Sherwood	-	Yes
Councilor Wilson	-	Yes
Councilor Woodruff	-	Yes

8. PUBLIC HEARING - CONSIDER A RESOLUTION ADOPTING THE BUDGET, MAKING APPROPRIATIONS, DECLARING THE VALOREM TAX LEVY AND CLASSIFYING THE LEVY AS PROVIDED BY ORS 310.060(2) FOR FISCAL YEAR 2004-2005
 - a. Open Public Hearing
Mayor Dirksen opened the public hearing.
 - b. Summation by Finance Staff
Finance Officer Prosser gave a PowerPoint presentation highlighting the 2004-2005 budget. The PowerPoint is on file in the City Recorder's office.
 - c. Public Testimony
There was no public testimony.
 - d. Staff Recommendation
Mr. Prosser recommended approval of the resolution.
 - e. Council Discussion
There was no Council discussion.
 - f. Close Public Hearing
Mayor Dirksen closed the public hearing.
 - g. Council Consideration
Motion by Councilor Moore, seconded by Councilor Wilson, to adopt Resolution No. 04 – 36

**Resolution No. 04 – 36, A RESOLUTION OF THE CITY OF TIGARD
ADOPTING THE BUDGET, MAKING APPROPRIATIONS, DECLARING
THE VALOREM TAX LEVY, AND CLASSIFYING THE LEVY AS
PROVIDED BY ORS 310.060(2) FOR FISCAL YEAR 2004-05**

The resolution was approved by unanimous vote:

Mayor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Sherwood	-	Yes
Councilor Wilson	-	Yes
Councilor Woodruff	-	Yes

**9. CONSIDER A RESOLUTION ADOPTING THE MASTER FEES AND CHARGES
SCHEDULE, REPEALING RESOLUTION NO. 03-25 AND ALL SUBSEQUENT
AMENDMENTS**

a. Staff Report

Management Analyst Wareing described updates and revisions to the city's Master Fees and Charges Schedule. She noted several fees are either set by other agencies or are adjusted annually through existing formulas. An overview of the changes to the schedule is provided on the Agenda Item Summary.

b. Council Discussion

There was a brief discussion on how fees and charges are updated. It was noted there is no standard, across-the-board increase.

c. Council Consideration

Motion by Councilor Woodruff, seconded by Councilor Sherwood, to adopt Resolution No. 04 – 37

**Resolution No. 04 – 37, A RESOLUTION ADOPTING THE CITYWIDE
MASTER FEES AND CHARGES SCHEDULE WHICH REPLACES
RESOLUTION NO. 03-25 AND ALL SUBSEQUENT AMENDMENTS TO
DATE**

The resolution was approved by unanimous vote:

Mayor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Sherwood	-	Yes
Councilor Wilson	-	Yes
Councilor Woodruff	-	Yes

10. COUNCIL LIAISON REPORTS

There were no liaison reports.

Note: Non-Agenda items were considered after Item No. 13.

11. NON AGENDA ITEMS

12. EXECUTIVE SESSION: The Tigard City Council went into Executive Session at 9:23 p.m. to discuss exempt public records under ORS 192.660(2)(f).

Business meeting reconvened at 10:26 p.m.

13. CONSIDER COUNCIL ACTION RELATED TO THE PORTLAND WATER CONTRACT

a. Staff Report

Acting Public Works Director Koellermeier stated the issue before the Council was to determine how the city wished to proceed on a contract to purchase wholesale water from the City of Portland. Mr. Koellermeier informed the Council the current contract expires in 2007. However, should any changes be sought in the existing contract, notification must be given by June 30, 2004. Mr. Koellermeier inquired, based upon discussion in executive session, if the Council wished to direct staff to ask Portland if it would extend the current contract.

b. Council Discussion

The length of the extension was discussed. Mr. Koellermeier recommended requesting a two year extension to the existing contract.

c. Council Consideration

Councilor Sherwood moved the City of Tigard make a formal request to the City of Portland for an extension of Tigard's contract for an additional two years and the City of Portland provide the Council with their response to this request before the June 22, 2004.

A discussion on whether Tigard might request the three-year requirement be removed from the contract ensued. City Attorney Firestone commented Portland would likely not agree to such a request. The Council decided not to make such a request.

Councilor Wilson seconded Councilor Sherwood's earlier motion.

Councilor Sherwood's motion was approved by unanimous vote:

Mayor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Sherwood	-	Yes
Councilor Wilson	-	Yes
Councilor Woodruff	-	Yes

Note: Non-Agenda items were heard at this time.

11. NON AGENDA ITEMS

Councilor Wilson informed the other Councilors about a recent Metro decision. Due to an inadequate supply of industrial land, Metro had been considering expanding the boundary. The Metro Policy Advisory Committee (MPAC), to which Councilor Wilson is an alternate, set criteria and studied various areas regarding the industrial land issue.

Councilor Wilson reported MPAC members reached a consensus to withdraw land in Tualatin and Wilsonville and add land in Cornelius and Hillsboro. This recommendation was forwarded to the Metro Council. However, the Metro Council did not acknowledge the MPAC recommendation and instead voted in accordance with the staff recommendation. As a result, MPAC condemned the Metro decision. An impromptu meeting of Mayors, mostly MPAC members, was held and Metro's action along with MPAC's role was discussed. The cities involved in MPAC are evaluating whether the current structure is satisfactory. Councilor Wilson stated there is widespread dissatisfaction within MPAC. With regard to the Metro Council's

disregard of MPAC's recommendation, he stated there will likely be further repercussions in the form of appeals, possible legal action and possible discussions about changes at Metro.

Councilor Wilson noted that although changes to industrial lands could preempt the I-5/99W connector, in general, Tigard is not impacted by changes in industrial lands. However, he expressed concern that local government is not being heard. Councilor Wilson noted the time and effort expended in the MPAC process had not been productive.

Alice Ellis-Gaut, 10947 SW Chateau Ln., Tigard, Oregon, indicated she had read press coverage on the issue and inquired about the Metro Council's vote. Councilor Wilson was unsure of the actual vote. He added Metro's Charter makes the agency somewhat insulated from public pressure which enables them to discount public opinion.

The meeting adjourned at 10:44 p.m.



Greer A. Gaston, Deputy City Recorder

Attest:

Mayor, City of Tigard

Date: _____

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COUNCIL MINUTES
TIGARD CITY COUNCIL MEETING
June 15, 2004

1. WORKSHOP MEETING

- 1.1 Mayor Dirksen called the meeting to order at 6:35 p.m.
- 1.2 Roll Call: Mayor Dirksen, Councilors Moore, Sherwood, Wilson, and Woodruff were present
- 1.3 Pledge of Allegiance
- 1.4 Council Communications & Liaison Reports: None.
- 1.5 Call to Council and Staff for Non-Agenda Items:

City Manager Monahan indicated he would like to update the Council on the recruitment for a new Director of Public Works and Deputy City Recorder Gaston would like to make an introduction before agenda item no. 3.

2. INTRODUCE INDONESIAN DELEGATION

City Manager Monahan provided a brief description of the International Resource Cities Program. He introduced the members of the delegation: Mrs. Hernawati, Mrs. Sri Purdhyaswati and Mrs. Darjati Husain from the cities of Samarinda and Balikpapan, Indonesia. He also introduced Mr. Kemal Taruc and Ms. Pauline, interpreters. Mr. Monahan described what the delegation had accomplished so far and what activities are scheduled for the remainder of their visit. The delegation's primary focus has been on environmental education.

Mrs. Hermawati greeted the Council and audience and gave her regards from the Mayors of their cities. She detailed what the delegation had gleaned from their experiences, noting they have gained new ideas on how to get students, parents and communities to become involved in water conservation, sanitation and forest preservation.

Mayor Dirksen and the delegates exchanged gifts and the Mayor presented the delegates with a certificate acknowledging their collaboration to strengthen educational programs in their communities.

Note: Non-agenda introduction of Jane McGarvin occurred before agenda item no. 3

City Manager Monahan reminded the Council that City Recorder Wheatley had taken a leave of absence. Deputy City Recorder Gaston introduced Jane McGarvin, Deputy City Recorder for Lake Oswego. Ms. Gaston stated although all the details had not been finalized, Ms. McGarvin may be serving as Tigard's interim City Recorder, beginning with the Council's July 13, 2004 meeting. Ms. McGarvin was in the audience and was recognized by the Council. Mr. Monahan explained the City of Lake Oswego will "lend" Ms. McGarvin to the City of Tigard.

3. BULL MOUNTAIN WHITE PAPERS

Community Development Director Hendryx provided background information on the subcommittees and white papers. Mr. Hendryx stated the subcommittees were to explore the cost, transition of services and implementation surrounding annexation.

Parks

Subcommittee Member Switzer described the membership of the subcommittee. City of Tigard residents, Bull Mountain residents, and city and county staff were represented. Acting Public Works Director Koellermeier and Parks and Facilities Manager Plaza were also present. The subcommittee worked on a concept for parks on Bull Mountain. He stated decisions were reached by consensus.

Mr. Switzer summarized the subcommittee's most important issues:

1. Washington County does not currently provide park and recreation services to unincorporated Bull Mountain, nor do they charge park system development charges (SDCs).
2. Availability of SDC funding during the first five years of annexation.
3. Can SDC revenues collected on Bull Mountain, after the first five years, be dedicated to securing parks only on Bull Mountain?
4. What financial alternatives exist for acquiring park space on Bull Mountain?
5. What impact does Metro's Goal 5 have on Bull Mountain parks?
6. Calling a moratorium, or perhaps public facilities strategy, to temporarily stop development until SDCs could be collected.
7. Identified Bull Mountain area park property owned by the city and potential park sites of one-acre or more that are currently available.
8. Can a viable parks concept plan be developed?

Subcommittee Member Hanford summarized section two of the parks white paper noting the city plans to use SDCs collected from Bull Mountain for Bull Mountain. He explained the Bull Mountain Parks Concept Plan envisions 45 acres of parkland for the area.

Based upon section two, summary of benefits, Mr. Switzer provided the highlights of the Bull Mountain Parks Concept Plan detailing possible park sites and configurations. Mr. Switzer referred to area 63 or 64 on the Bull Mountain proposed Park Concept Plan map as a potential site for a large community park.

Mr. Hanford read the subcommittee's recommendations detailed in the white paper.

In response to a question from Councilor Woodruff, Mr. Hendryx explained SDC charges are calculated by a prescribed method based on a formula. The parks plan, cost of land and improvements, park acres per population, future park needs, and park maintenance are all factors related to the calculation of SDCs.

In response to a question from Councilor Wilson, Mr. Switzer commented on the subcommittee's emphasis on traditional parks versus the preservation of green spaces. He stated the subcommittee identified every piece of potential park property over a certain size. He added of the property identified, nearly all had been "touched," leaving little opportunity for preservation efforts.

Mayor Dirksen inquired whether enough land exists to create sufficient park space. Mr. Hanford said he did not believe sufficient land existed within the study area. He added sufficient property may be available when considering the expansion areas or when looking outside the urban growth boundary. Mr. Switzer agreed with Mr. Hanford and added although adequate land is not available, the subcommittee had developed very good solutions given the amount of land they had to work with.

Mayor Dirksen commented the Bull Mountain area is the most underserved area with regard to parks. He noted although an item for the Council to consider, it seemed logical to spend SDCs collected from the Bull Mountain area in the Bull Mountain area.

Planning

Subcommittee Members Buehner, Meads, Beilstein, Duling and Washington County Representative Rice were present for this white paper summary. Ms. Meads described the membership of the subcommittee. City of Tigard residents, Bull Mountain residents, and city and county staff were represented. Community Development Director Hendryx was also present.

Ms. Meads reported the biggest issue identified by the subcommittee was the need to update the Tigard Comprehensive Plan as soon as possible. Ms. Meads read the subcommittee's summary of issues detailed the white paper.

Ms. Buehner commented if the city is unable to address the comprehensive plan update soon and, once initiated, the process will take several years, most buildable land will have been developed. She added updating the comprehensive plan was not in this year's plan with the current staff.

In response to Councilor Sherwood, Mr. Hendryx explained with issues such as the downtown plan, Goal 5 and other planning efforts, the planning department was not able to take on another major project.

Mr. Monahan added if the Council decides to proceed with annexation and annexation is successful, the Council could then consider staffing opportunities to gear up for the July 1, 2005 implementation. The comprehensive plan process could be reviewed at the same time. Mr. Monahan and Mr. Hendryx said some preliminary work on the comprehensive plan update could begin in the near future.

With regard to development and zoning, Ms. Rice described how the Bull Mountain area had developed after a plan was adopted in the early 1980s. Councilor Wilson confirmed there would have been public input about this plan.

Councilor Wilson asked the subcommittee what it hoped to accomplish with an update the comprehensive plan. Ms. Buehner stated currently Bull Mountain is zoned evenly. She suggested a comprehensive plan update might allow for rezoning to accommodate a quasi-commercial area with denser development, which would allow some areas to be down zoned, while maintaining the same overall density. Ms. Rice added areas 63 and 64 might also be zoned higher to offset lower densities on Bull Mountain.

Ms. Meads advised the subcommittee was interested in making the density transfer changes before the area was built out.

Councilor Woodruff mentioned the similarity between the subcommittee's comments and the visioning committee's findings.

The subcommittee reported there was no consensus among the group that annexation was the best way to address the concerns raised. Ms. Meads continued by saying consensus was reached, by residents of Tigard and Bull Mountain, that something needed to be done, as soon as possible, to protect both areas.

Police Services

Subcommittee Member Edwards was present for this white paper summary. Mr. Edwards described the membership of the subcommittee. City of Tigard residents, Bull Mountain residents, and city and county staff were represented. Assistant Chief Orr was also present.

Mr. Edwards commented through the subcommittee meetings, several hidden issues were resolved.

Mr. Edwards described the subcommittee's summary of issues and findings and summary of cost comparisons contained in the white paper. It was noted both county and city police service providers deliver comparable service at comparable cost and under annexation, services to Bull Mountain would remain at least the same level as currently provided.

Mr. Edwards reported there was a consensus of the subcommittee that there would be total cooperative effort between police agencies, Tigard citizens and residents of unincorporated Bull Mountain. Annexation would be quick, planned for, and established personnel would be brought in and trained. Mr. Edwards concluded by adding Bull Mountain residents could expect the same level of service currently provided, with no loss in transition.

Mr. Monahan suggested excess funds, available as a result of annexation, could be borrowed against in order to have city police officers geared up and ready when annexation takes effect. Then, on July 1, 2005, annexation would have no impact on police services for existing city residents or for the Bull Mountain community.

Councilor Wilson confirmed the county law enforcement budget does not clearly identify county wide services that are delivered to cities versus the unincorporated areas exclusively. He further confirmed that the Enhanced Sheriff's Patrol District was created to address the inequity of cities subsidizing unincorporated urban areas, and pointed out the county didn't follow through with this plan. Mr. Monahan added the County Sheriff was committed to conducting an analysis of this issue.

Councilor Woodruff inquired about a satellite police office. Mr. Monahan mentioned outside the work of the subcommittee, there had been discussions with the school district about a potential satellite police report writing room at the Alberta Rider School or on other property.

Streets

Subcommittee Member Giroux was present for this white paper summary. Mr. Giroux described the membership of the subcommittee. City of Tigard residents, Bull Mountain residents, and city and county staff were represented. City Engineer Duenas, Acting Assistant Public Works Director Rager, and Washington County Representative Saager were also present.

Mr. Giroux read portions of the subcommittee's white paper.

Mr. Giroux added since the subcommittee's report, he has learned Beef Bend Road will eventually be turned over to municipalities. He stated this would likely occur after annexation.

Mr. Giroux relayed some streets would not automatically transfer to the city upon annexation. Transfer of these streets must be done by separate action and this process is estimated to take six months. The transfer process should be initiated well before annexation.

Mayor Dirksen asked if the subcommittee had noted any streets that may be problematic, should no maintenance be performed for six months to a year. Mr. Giroux stated more research would need to be done to answer this question.

Mr. Duenas added about half the streets would have to go through a separate action in order to be annexed. He explained it becomes difficult for public works employees to discriminate among such streets. Mr. Duenas said the streets could be transferred relatively easily within a few months.

Mr. Hendryx concluded by saying the subcommittees had focused on a consensus building process. He advised Council they were scheduled to hear public comment on the all white papers at their June 22, 2004 meeting. Public comment may continue on June 23 and 24.

Councilor Moore expressed his appreciation to the subcommittees. He said the white papers are very complete and the subcommittees accomplished a great deal in a short time period.

Mayor Dirksen added next week the Council would consider accepting the white papers and would be listening to public comment.

Meeting recessed at 8:12 p.m.

Meeting reconvened at 8:23 p.m.

4. REVIEW PARK AND RECREATION NEEDS ASSESSMENT SURVEY DRAFT #2

Parks and Facilities Manager Plaza updated the Council on this agenda item. He said, on Monday, the Park and Recreation Advisory Board will meet with the consultant before making a final recommendation. A final draft will come before the Council on July 20, 2004 and the survey is slated to be conducted in August.

5. UPDATE ON THE WEED HARVESTING AT SUMMER LAKE

Parks and Facilities Manager Plaza introduced this item. City Manager Monahan explained several years ago some issues arose regarding the quality of the lake. Water sources, water temperature, algae growth and changes in regulations have impacted the lake and its management. Back when the quality issues came about, the Council consulted aquatic experts and staff and decided to harvest the weeds growing in the lake. This was a temporary way to address weed growth. To permanently correct the problem, physical changes would need to be made to the lake.

Mr. Monahan told the Council Summer Lake weed harvesting had been deleted from the budget this year and a resident raised concerns.

City Engineer Duenas stated there had been a task force formed to address the Summer Lake weed issue. He explained one of the easiest solutions was to harvest the weeds. The ultimate long-term recommendation was to take the lake offline and create a natural stream alongside the lake. The estimated cost of this proposal was between \$600,000 and \$800,000. There was concern there may not be enough water flow to support the lake and a stream. This is currently being monitored. He noted the weeds and unpleasant odor are typically problematic for two to three weeks a year.

Mayor Dirksen added if the lake is taken offline, water quality is no longer an issue and the city would have greater flexibility in managing the lake.

Councilor Wilson advised taking the lake offline would be controversial and could compromise the nature of the park. He added he would be very concerned about the ramifications of taking the lake offline. Mr. Duenas relayed Clean Water Services favors taking the lake offline, but the city had no plans to spend the money required

for such a project. Mr. Duenas remarked taking the lake offline would not negate the need for weed harvesting.

A short video depicting weed harvesting at Summer Lake was viewed. The video showed a floating harvester with reciprocating teeth. The teeth run along the bottom of the lake extracting the weeds and placing them on a conveyor belt. The harvester returned to shore where the weeds were offloaded. A backhoe is brought in to load the weeds onto a dump truck for disposal. It was noted that in the process of weed harvesting, the shoreline is damaged by the harvester and the other heavy equipment creates tracks to the lake.

Mr. Plaza stated public opinion regarding weed harvesting varies widely. He indicated due to the cost and environmental damage, the city intended to postpone weed harvesting until 2005.

Mr. Monahan asked about the current condition of the lake. Parks Supervisor Martin relayed there was some algae bloom, but few weed issues. As the weather gets warmer, greater algae bloom can be expected, but an increase in weeds is not anticipated.

In response to a question from Councilor Wilson, Mr. Duenas said the lake would need to approach a depth of 20 feet in order to make conditions unfavorable for weed growth. He related the current depth is around five or six feet.

6. UPDATE ON THE PERMIT CENTER AND CITY HALL REMODEL

City Manager Monahan introduced Risk Manager Mills. He told the Council Ms. Mills is responsible for the remodel. Ms. Mills distributed a handout (Agenda Item No. 6, Exhibit 1) entitled "Permit Center & City Hall Remodel Update." The handout is on file in the City Recorder's office. Ms. Mills noted the engineer's estimate for the cost of the project has increased due to the rising cost of steel, concrete and petroleum.

Ms. Mills explained the DUST (Divvy Up Space and Technology) Committee was made up primarily of department heads and executive staff. The goal of the committee was to configure the remodel to meet the needs of customers. The old library is slated to become a permit center.

Ms. Mills summarized the timeline on page one of the handout.

The permit center will contain community development, engineering, human resources and risk. Six conference rooms are planned for this facility. City Hall will house the City Manager and his immediate staff and finance.

Ms. Mills discussed project costs. Pricing on steel, concrete and petroleum based products has been volatile and there has been an unprecedented increase in the cost of these items. The engineer's estimate for the remodel of the permit center and City Hall is \$82.83 a square foot and \$13.26 a square foot respectively. Ms. Mills described some of the project cost drivers listed on the handout. Mr. Monahan mentioned the library's lack of sufficient restrooms. Correcting this issue will contribute to the remodel cost. Ms. Mills commented that based on the engineer's estimate, the city has budgeted \$1.1 million in the CIP facilities fund. She noted there is also a CIP facilities fund general contingency available in the event costs come in above the engineer's estimate.

In response to a question from Councilor Woodruff, Ms. Mills relayed modular units will remain in place for now. She noted they may be used for records or evidence storage or may be used to accommodate growth should the Bull Mountain annexation take place. Record and evidence storage was discussed further, with Mr. Monahan relating the public works building may become a possible storage site when this department relocates to the water building.

7. REVIEW OF TUALATIN BASIN GOAL 5 MAP

Community Development Director Hendryx and Associate Planner Hajduk presented this item. Two handouts, a "Summary of Existing Natural Resource Regulations" (Agenda Item No. 7, Exhibit 1) and a "Comparison Between Areas of Existing Regulation and Areas Discussed with Current Goal 5 Efforts" (Agenda Item No. 7, Exhibit 2), were distributed.

Ms. Hajduk presented a Tigard area map depicting natural resources which are currently regulated. These resources include: steep slopes, floodplains, wetlands and stream and wetland buffers. Ms. Hajduk's first handout provided a brief overview of the current regulations as they apply to these resources.

Ms. Hajduk presented a second Tigard area map depicting additional areas which would potentially be regulated by Goal 5. She distributed a second handout which compared land which falls under current regulations to land that would be regulated under Goal 5. She remarked areas identified on the proposed Goal 5 map

represented about 1,000 additional acres. About 450 acres of the additional land is considered buildable. Criteria for upland wildlife habitat were discussed briefly.

Councilor Wilson expressed concern over habitat preservation and mitigation. He stated the initial goal was to prevent any further loss of habitat and to actually improve existing habitat. He indicated the proposed plan was not realistic. He feared the proposal would not only fail to address the goal, but would create cumbersome regulations.

It was noted urban growth expansion areas 63 and 64 show large portions of land which fall under the "strictly limited" category. Ms. Hajduk responded this did not mean these areas could not be developed. If developed, however, developers may have to mitigate, minimize the impact of development, or pay a fee.

Councilor Wilson pointed out the majority of the land affected by Goal 5 was residential. He asserted it would be preferable to preserve such land. He added it was ineffective to mitigate.

Councilor Woodruff concurred by saying in the Bull Mountain white papers and the visioning process, the community communicated it wished to save as much land as possible.

Councilor Sherwood inquired about the impact to property owners. Councilor Wilson responded he would like to see property owners offer to conserve their property in exchange for rights to move the urban growth boundary, in a sense trading urban reserve property for land contained within the boundary. He reiterated the proposed regulations seemed cumbersome and ineffective.

Mayor Dirksen advocated for the involvement of environmental experts in the process. Ms. Hajduk stated once program specifics are identified, modeling would be employed to determine if environmental health would be improved.

Mayor Dirksen expressed concern over the creation of burdensome regulations and restrictive policies.

Ms. Hajduk advised recommendations had been received from local environmental groups. The recommendations included:

- prohibiting development in all floodplains located in commercial and residential areas
- classifying all Class I and II resource areas as strictly limited

- prohibit development in certain areas where species of concern have been identified.

The Tualatin Riverkeepers also recommended the following be classified as strictly limited:

- all floodways, wetlands, wetland buffers and vegetated stream corridors
- Class I and Class A resources in parks
- Class I and Class A resources in industrial areas along Fanno Creek downstream of Highway 99W and on Red Rock Creek

Ms. Hajduk informed the Council they did not need to take any action on this issue. There will be additional opportunities to shape the program as it evolves. She reported some citizen groups were advocating for stricter regulations.

Mr. Hendryx verified the calculations of buildable land included the Bull Mountain area, but not the urban reserve areas. Ms. Hajduk noted there was more buildable land on Bull Mountain than in the City of Tigard.

Ms. Hajduk informed the Council limits were determined based upon the resource and the zone. She added higher intensity uses received lower levels of limit because there is a greater economic need. Reserve areas were placed at a higher level, not because they have higher value, but because they are basically a clean slate and have more potential to be saved.

Councilor Woodruff indicated he supported saving as much open space as possible without penalizing property owners. He noted this was a consistent message expressed by citizens. Councilor Wilson replied property owners would be impacted by such action.

8. COUNCIL LIAISON REPORTS: None.

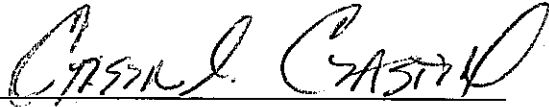
9. NON-AGENDA ITEMS

City Manager Monahan consulted the Council regarding the appointment of the new Director of Public Works.

Councilor Sherwood announced a story about Bonita Villa and Bonita Park appeared recently in a national magazine.

- EXECUTIVE SESSION: No executive session was held.

The meeting adjourned at 9:42 p.m.

A handwritten signature in dark ink, appearing to read "Greer A. Gaston", is written over a horizontal line.

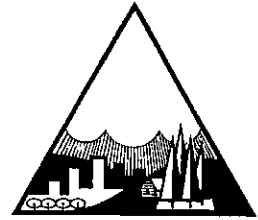
Greer A. Gaston, Deputy City Recorder

Attest:

Mayor, City of Tigard

Date: _____

**MEMORANDUM
CITY OF TIGARD, OREGON**



TO: Mayor and Council
FROM: Jane McGarvin
DATE: July 1, 2004
SUBJECT: Three-Month Council Calendar

Regularly scheduled Council Meetings are marked with an asterisk (*).

July

13 *	Tues	Council Business Meeting with Study Session – 6:30 p.m., Town Hall
20*	Tues	Council Workshop Meeting – 6:30 p.m., Town Hall
27 *	Tues	Council Business Meeting with Study Session – 6:30 p.m., Town Hall
28	Wed	Tentative Council Business Meeting, Town Hall
29	Thurs	Tentative Council Business Meeting, Town Hall

August

3	Tues	Tentative Council Business Meeting, Town Hall
10 *	Tues	Council Business Meeting with Study Session – 6:30 p.m., Town Hall
11	Wed	Tentative Council Business Meeting, Town Hall
12	Thurs	Tentative Council Business Meeting, Town Hall
17 *	Tues	Council Workshop Meeting – 6:30 p.m., Town Hall
24 *	Tues	Council Business Meeting with Study Session – 6:30 p.m., Town Hall

September

6	Mon	Labor Day Holiday – City Offices Closed
14 *	Tues	Council Business Meeting with Study Session – 6:30 p.m., Town Hall
21 *	Tues	Council Workshop Meeting – 6:30 p.m., Town Hall
28 *	Tues	Council Business Meeting with Study Session – 6:30 p.m., Town Hall

Tigard City Council Tentative Agenda 2004

Meeting Date: July 20, 2004 Meeting Type/Time: Workshop/6:30 p.m. Location: City Hall Greeter: Materials Due @ 5: July 6, 2004 Bid Opening Deadline: July 5, 2004 Scan Deadline @ noon: July 2, 2004 Televised: No Attorney Attends: No	Meeting Date: July 27, 2004 Meeting Type/Time: Business/6:30 p.m. Location: City Hall Greeter: Bill D Materials Due @ 5: July 13, 2004 Bid Opening Deadline: July 12, 2004 Scan Deadline @ noon: July 9, 2004 Televised: Yes Attorney Attends: Yes	Meeting Date: August 3, 2004 Meeting Type/Time: Business/6:30 p.m. Location: City Hall Greeter: Materials Due @ 5: July 20, 2004 Bid Opening Deadline: July 19, 2004 Scan Deadline @ noon: July 16, 2004 Televised: No Attorney Attends: Yes
	Study Session	Study Session
Quarterly Water Supply Update - Joint Meeting w/ the Intergovernmental Water Board - PPT - Dennis - 20 min Council Strategic Planning Meeting and Six Month Goal Review - Bill Consider shelter location at Fanno Creek Park north of the new Library - Dan - 10 min Financial Statement Alternative Review and Selection - Roger/Tom - 20 min Review New Draft of Park and Rec Needs Assessment Survey - Dan - 20 min Discuss Incorporating Concept of Kiosk & Other Amenities in Development of Commuter Rail Station in Downtown Tigard - PPT - Gus & Jim - 25 min City Council Financial Reports - Craig - Need Req to Sched Consider shelter location at Fanno Creek Park north of new library - Dan - 10 min	SCHEDULE NO STUDY SESSION ITEMS Consent Agenda Council Goal Update - R&F - Liz LCRB - Award contract for construction of 121st Ave Sanitary Sewer (Reim District #30) - - MOTION - Vannie LCRB - Award contract for construction of FY 04-05 Pavement Major Maint Prog - Phase 1 - MOTION - Vannie Authorize the establishment of a medical savings account/VEBA plan - RES - Sherrie or Sandy LCRB - Award contract for construction of slope stabilization at Quail Hollow West - Brian R Master Interagency Teams Intergovernmental Agreement - MOTION - Bill D, Alan Orr Library Policies - Margaret - Need Req to Sche Authorize Submittal of ODOT Pedestrian & Bike Grant Application - RES - Duane LCRB - IGA w/ P&W Railroad for Improvement of Tiedeman RR Approach - Eng - Need RTS Formation of Sewer Reimbursement District #24 - Gaarde Street - Eng - Need RTS Business Meeting Bull Mt Annexation Plan - PH - ORD - PPT - Jim - 2 hrs JULY 28 & 29 Reserved for Mtg Continuation	Consent Agenda Business Meeting Bull Mt Annexation Plan - Adoption of Findings - PHL - Jim - 30 min

Item No. 326
 For Council Meeting of 7/13/04

Tigard City Council Tentative Agenda 2004

Meeting Date: Meeting Type/Time: Location: Greeter: Materials Due @ 5: Bid Opening Deadline: Scan Deadline @ noon: Televised: Attorney Attends:	August 10, 2004 Business/6:30 p.m. City Hall July 27, 2004 July 26, 2004 July 23, 2004 Yes Yes	Meeting Date: Meeting Type/Time: Location: Greeter: Materials Due @ 5: Bid Opening Deadline: Scan Deadline @ noon: Televised: Attorney Attends:	August 17, 2004 Workshop/6:30 p.m. City Hall August 3, 2004 August 2, 2004 July 30, 2004 No No	Meeting Date: Meeting Type/Time: Location: Greeter: Materials Due @ 5: Bid Opening Deadline: Scan Deadline @ noon: Televised: Attorney Attends:	August 24, 2004 Business/6:30 p.m. City Hall August 10, 2004 August 9, 2004 August 6, 2004 Yes No
Study Session				Study Session	
		Review Initial Draft Updated Parks SDC Methodology - Dan - 15 min Council Affordable Housig Residential Services Grant Program Discussion - Liz - 10 min Social Services Grant Program Coordination - Liz - 10 min			
Consent Agenda		Discussion of Sanitary Sewer & Storm Drainage Public Facility Plans - Engin. - Need Req to Sched		Consent Agenda	
ODOT IGA for Downtown Improvement Plan - Beth Appoint Planning Commissioner and alternate to Planning Commission - Susan LCRB - Contract Award for Mapleleaf Street Imp - Need Req to Sched				LCRB - DUST Construction Bid Award - Loreen	
Business Meeting				Business Meeting	
New Library Update - Margaret - 15 min. (Standing Item - first meeting of month scheduled 12-22-03) Volunteer Recognition for CERT - Mike L - 10 min Bull Mt Plan Ballot Title - PH - Liz - 15 min AUG 11 & 12 Reserved for Mtg Continuation Finalization of Sanitary Sewer Reimbursement District # 24 - Greg - Need Request to Schedule				Comp Plan Amendment to Chapter 6 (Housing) - PH(Leg) - ORD - Duane - 15 min	

AGENDA ITEM # 3.3
FOR AGENDA OF July 13, 2004

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE A RESOLUTION APPROVING BUDGET AMENDMENT #1 TO THE FY 2004-05 BUDGET TO INCREASE APPROPRIATIONS FOR FUNDING OF THE SEIU LABOR AGREEMENT AND MANAGEMENT COST-OF-LIVING (COLA)

PREPARED BY: Tom Imdieke DEPT HEAD OK CP CITY MGR OK WGN

ISSUE BEFORE THE COUNCIL

Should the City Council approve Budget Amendment #1 to the FY 2004-05 Adopted Budget to implement SEIU, non-represented, and management compensation adjustments and to create appropriations for temporary staffing in the City Administration Department?

STAFF RECOMMENDATION

Staff recommends approval of Budget Amendment #1.

INFORMATION SUMMARY

The City Council approved a new labor contract with SEIU on June 22, 2004. The new labor contract goes into effect on July 1, 2004. The new labor agreement included a cost-of-living adjustment and an insurance package adjustment. The Council has also approved the same cost-of-living and insurance package adjustment for non-represented employees as well. Certain salary adjustments to several management and non-represented employees to reflect changes in the market were also approved.

When the FY 2004-05 Budget was adopted by the City Council in early June, the new labor agreement with SEIU and the non-represented compensation package had not been finalized and approved by either the union or the Council. Therefore, the budget does not include appropriations for these adjustments.

This budget amendment would transfer funds from the General Fund, Water Fund, Storm Sewer Fund, Sanitary Sewer Fund, Building Fund, Central Services Fund, and Fleet/Property Management Fund contingencies to the various City program budgets for the funding of these changes. The total transfer for all funds is \$371,482. The attached exhibit shows the transfers for each individual division.

In addition, the City Management Division of the City Administration Department requires additional appropriations to allow for coverage for an employee who is out on an extended leave of absence.

OTHER ALTERNATIVES CONSIDERED

N/A

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A

ATTACHMENT LIST

Attachment #1, Summary of Changes by Department/Division
Resolution, with Exhibit A, approving Budget Amendment #1 to the FY 2004-05 Adopted Budget.

FISCAL NOTES

This action will transfer a total of \$371,482 from various fund contingencies to increase appropriations to fund the adjustments outlined above.

Attachment 1
Summary of Changes by Department/Division

Budget Unit	Number	COLA, Insurance, etc.	City Mgmt Temporary Staff	Total Adjustment
Police Administration	1110	\$8,963	\$0	\$8,963
Police Operations	1120	27,563	0	27,563
Police Support Services	1130	14,047	0	14,047
Total Police		\$50,573	\$0	\$50,573
Library Administration	1410	\$10,259	\$0	\$10,259
Reader' Services	1420	10,641	0	10,641
Technical Services	1430	7,078	0	7,078
Circulation	1440	11,243	0	11,243
Total Library		\$39,221	\$0	\$39,221
Public Works Administration	2110	\$16,348	\$0	\$16,348
Sanitary Sewer	2120	8,192	0	8,192
Storm Sewer	2130	9,896	0	9,896
Street Maintenance	2140	9,766	0	9,766
Fleet Maintenance	2150	3,311	0	3,311
Property Management	2160	4,042	0	4,042
Parks and Grounds	1600	12,594	0	12,594
Water	2170	17,758	0	17,758
Total Public Works		\$81,907	\$0	\$81,907
Community Development Administration	2210	\$5,510	\$0	\$5,510
Building Inspection	2220	23,495	0	23,495
Current Planning	2230	12,787	0	12,787
Long Range Planning	2240	7,572	0	7,572
Total Community Development		\$49,364	\$0	\$49,364
Engineering	2250	\$28,503	\$0	\$28,503
Total Engineering		\$28,503	\$0	\$28,503
City Management	3120	\$17,805	\$45,900	\$63,705
Information Technology	3140	12,853	0	12,853
Human Resources	3130	10,800	0	10,800
Risk Management	3150	2,817	0	2,817
Total City Administration		\$44,275	\$45,900	\$90,175
Finance Administration	3210	\$8,948	\$0	\$8,948
Financial Operations	3230	11,636	0	11,636
Office Services	3320	7,584	0	7,584
Municipal Court	3340	3,571	0	3,571
Total Finance		\$31,739	\$0	\$31,739
Total Citywide		\$325,582	\$45,900	\$371,482

CITY OF TIGARD, OREGON

RESOLUTION NO. 04-_____

A RESOLUTION APPROVING BUDGET AMENDMENT #1 TO THE FY 2004-05 BUDGET TO INCREASE APPROPRIATIONS FOR FUNDING OF THE SEIU LABOR AGREEMENT AND MANAGEMENT COST-OF-LIVING (COLA)

WHEREAS, the City Council approved a new labor contract with SEIU on June 22, 2004 which included a cost-of-living adjustment and insurance package adjustment; and

WHEREAS, the City Council has also approved the same cost-of-living and insurance package adjustment for non-represented City employees; and

WHEREAS, the City Council has approved salary adjustments for several management and non-represented employees to reflect market changes; and

WHEREAS, the Fiscal Year 2004-05 Adopted Budget does not include appropriations for a cost-of-living adjustment, insurance, and compensation adjustments; and

WHEREAS, the City Management Division of the City Administration Department requires additional appropriations to allow for coverage for an employee who is on an extended leave of absence.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The FY 2004-05 Adopted Budget of the City of Tigard is hereby amended as shown in Attachment A to this resolution to implement SEIU, non-represented, and management compensation adjustments and to create appropriations for temporary staffing in the City Administration Department.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2004.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

Attachment A
FY 2004-05
Budget Amendment # 1

FY 2004-05 Revised Budget	Budget Amendment # 1	Revised Revised Budget
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General Fund

Resources

Beginning Fund Balance	\$7,751,279		\$7,751,279
Property Taxes	9,398,805		9,398,805
Grants	49,060		49,060
Interagency Revenues	2,435,609		2,435,609
Development Fees & Charges	372,294		372,294
Utility Fees and Charges	0		0
Miscellaneous Fees and Charges	184,160		184,160
Fines and Forfeitures	592,840		592,840
Franchise Fees and Business Tax	2,944,042		2,944,042
Interest Earnings	172,500		172,500
Bond/Note Proceeds	0		0
Other Revenues	68,200		68,200
Transfers In from Other Funds	2,145,314		2,145,314
Total	\$26,114,103	\$0	\$26,114,103

Requirements

Community Service Program	\$10,269,845	\$89,794	\$10,359,639
Public Works Program	2,407,459	38,738	2,446,197
Development Services Program	2,499,824	54,372	2,554,196
Policy & Administration Program	341,135	3,571	344,706
General Government	0		0
Program Expenditures Total	\$15,518,263	\$186,475	\$15,704,738
Debt Service	\$0		\$0
Capital Improvements	\$0		\$0
Transfers to Other Funds	\$3,758,056		\$3,758,056
Contingency	\$950,000	(\$186,475)	\$763,525
Total Requirements	\$20,226,319	\$0	\$20,226,319
Ending Fund Balance	5,887,784		5,887,784
Grand Total	\$26,114,103	\$0	\$26,114,103

Water Fund

Resources

Beginning Fund Balance	\$6,374,500		\$6,374,500
Property Taxes	0		0
Grants	0		0
Interagency Revenues	0		0
Development Fees & Charges	0		0
Utility Fees and Charges	6,407,004		6,407,004

Attachment A
FY 2004-05
Budget Amendment # 1

	FY 2004-05 Revised Budget	Budget Amendment # 1	Revised Revised Budget
Miscellaneous Fees and Charges	0		0
Fines and Forfeitures	0		0
Franchise Fees and Business Tax	0		0
Interest Earnings	152,580		152,580
Bond Proceeds/Principal	0		0
Other Revenues	20,000		20,000
Transfers In from Other Funds	0		0
Total	\$12,954,084	\$0	\$12,954,084
Requirements			
Community Service Program	\$0		\$0
Public Works Program	5,241,831	17,758	5,259,589
Development Services Program	0		0
Policy & Administration Program	0		0
General Government	0		0
Program Expenditures Total	\$5,241,831	\$17,758	\$5,259,589
Debt Service	\$0		\$0
Capital Improvements	\$1,206,750		\$1,206,750
Transfers to Other Funds	\$1,634,617		\$1,634,617
Contingency	\$1,300,000	(\$17,758)	\$1,282,242
Total Requirements	\$9,383,198	\$0	\$9,383,198
Ending Fund Balance	3,570,886		3,570,886
Grand Total	\$12,954,084	\$0	\$12,954,084

Storm Sewer Fund

Resources			
Beginning Fund Balance	\$804,195		\$804,195
Property Taxes	0		0
Grants	0		0
Interagency Revenues	10,000		10,000
Development Fees & Charges	0		0
Utility Fees and Charges	1,564,956		1,564,956
Miscellaneous Fees and Charges	0		0
Fines and Forfeitures	0		0
Franchise Fees and Business Tax	0		0
Interest Earnings	15,200		15,200
Bond Proceeds/Principal	0		0
Other Revenues	(3,000)		(3,000)
Transfers In from Other Funds	0		0
Total	\$2,391,351	\$0	\$2,391,351

Attachment A
FY 2004-05
Budget Amendment # 1

	FY 2004-05 Revised Budget	Budget Amendment # 1	Revised Revised Budget
Requirements			
Community Service Program	\$0		\$0
Public Works Program	1,183,088	9,896	1,192,984
Development Services Program	0		0
Policy & Administration Program	0		0
General Government	0		0
Program Expenditures Total	\$1,183,088	\$9,896	\$1,192,984
Debt Service	\$0		\$0
Capital Improvements	\$284,500		\$284,500
Transfers to Other Funds	\$350,665		\$350,665
Contingency	\$264,500	(\$9,896)	\$254,604
Total Requirements	\$2,082,753	\$0	\$2,082,753
Ending Fund Balance	308,598		308,598
Grand Total	\$2,391,351	\$0	\$2,391,351
Sanitary Sewer Fund			
Resources			
Beginning Fund Balance	\$8,655,000		\$8,655,000
Property Taxes	0		0
Grants	0		0
Interagency Revenues	10,000		10,000
Development Fees & Charges	0		0
Utility Fees and Charges	2,410,625		2,410,625
Miscellaneous Fees and Charges	0		0
Fines and Forfeitures	0		0
Franchise Fees and Business Tax	0		0
Interest Earnings	177,700		177,700
Bond Proceeds/Principal	0		0
Other Revenues	(3,500)		(3,500)
Transfers In from Other Funds	0		0
Total	\$11,249,825	\$0	\$11,249,825
Requirements			
Community Service Program	\$0		\$0
Public Works Program	975,066	8,192	983,258
Development Services Program	0		0
Policy & Administration Program	0		0
General Government	0		0
Program Expenditures Total	\$975,066	\$8,192	\$983,258
Debt Service	\$0		\$0
Capital Improvements	\$2,690,000		\$2,690,000
Transfers to Other Funds	\$353,466		\$353,466

Attachment A
FY 2004-05
Budget Amendment # 1

	FY 2004-05 Revised Budget	Budget Amendment # 1	Revised Revised Budget
Contingency	\$599,900	(\$8,192)	\$591,708
Total Requirements	\$4,618,432	\$0	\$4,618,432
Ending Fund Balance	6,631,393		6,631,393
Grand Total	\$11,249,825	\$0	\$11,249,825

Building Fund

Resources

Beginning Fund Balance	\$1,090,000		\$1,090,000
Property Taxes	0		0
Grants	0		0
Interagency Revenues	0		0
Development Fees & Charges	1,284,376		1,284,376
Utility Fees and Charges	0		0
Miscellaneous Fees and Charges	0		0
Fines and Forfeitures	0		0
Franchise Fees and Business Tax	0		0
Interest Earnings	21,800		21,800
Bond Proceeds/Principal	0		0
Other Revenues	0		0
Transfers In from Other Funds	746,075		746,075
Total	\$3,142,251	\$0	\$3,142,251

Requirements

Community Service Program	\$0		\$0
Public Works Program	0		0
Development Services Program	1,671,735	23,495	1,695,230
Policy & Administration Program	0		0
General Government	0		0
Program Expenditures Total	\$1,671,735	\$23,495	\$1,695,230
Debt Service	\$0		\$0
Capital Improvements	\$0		\$0
Transfers to Other Funds	\$291,224		\$291,224
Contingency	\$272,500	(\$23,495)	\$249,005
Total Requirements	\$2,235,459	\$0	\$2,235,459
Ending Fund Balance	906,792		906,792
Grand Total	\$3,142,251	\$0	\$3,142,251

Central Services Fund

Resources

Beginning Fund Balance	\$905,500		\$905,500
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Attachment A
FY 2004-05
Budget Amendment # 1

	FY 2004-05 Revised Budget	Budget Amendment # 1	Revised Revised Budget
Property Taxes	0		0
Grants	0		0
Interagency Revenues	0		0
Development Fees & Charges	0		0
Utility Fees and Charges	0		0
Miscellaneous Fees and Charges	0		0
Fines and Forfeitures	0		0
Franchise Fees and Business Tax	0		0
Interest Earnings	18,100		18,100
Bond Proceeds/Principal	0		0
Other Revenues	0		0
Transfers In from Other Funds	4,488,355		4,488,355
Total	\$5,411,955	\$0	\$5,411,955
Requirements			
Community Service Program	\$0		\$0
Public Works Program	0		0
Development Services Program	0		0
Policy & Administration Program	3,710,840	118,313	3,829,153
General Government	365,120		365,120
Program Expenditures Total	\$4,075,960	\$118,313	\$4,194,273
Debt Service	\$0		\$0
Capital Improvements	\$0		\$0
Transfers to Other Funds	\$96,946		\$96,946
Contingency	\$691,768	(\$118,313)	\$573,455
Total Requirements	\$4,864,674	\$0	\$4,864,674
Ending Fund Balance	547,281		547,281
Grand Total	\$5,411,955	\$0	\$5,411,955

Fleet/Property Management Fund

Resources

Beginning Fund Balance	\$60,800	\$60,800
Property Taxes	0	0
Grants	0	0
Interagency Revenues	0	0
Development Fees & Charges	0	0
Utility Fees and Charges	0	0
Miscellaneous Fees and Charges	0	0
Fines and Forfeitures	0	0
Franchise Fees and Business Tax	0	0
Interest Earnings	1,200	1,200

Attachment A
FY 2004-05
Budget Amendment # 1

	FY 2004-05 Revised Budget	Budget Amendment # 1	Revised Revised Budget
Bond Proceeds/Principal	0		0
Other Revenues	0		0
Transfers In from Other Funds	1,139,148		1,139,148
Total	\$1,201,148	\$0	\$1,201,148
Requirements			
Community Service Program	\$0		\$0
Public Works Program	1,042,203	7,353	1,049,556
Development Services Program	0		0
Policy & Administration Program	0		0
General Government	0		0
Program Expenditures Total	\$1,042,203	\$7,353	\$1,049,556
Debt Service	\$0		\$0
Capital Improvements	\$0		\$0
Transfers to Other Funds	\$78,189		\$78,189
Contingency	\$70,000	(\$7,353)	\$62,647
Total Requirements	\$1,190,392	\$0	\$1,190,392
Ending Fund Balance	10,756		10,756
Grand Total	\$1,201,148	\$0	\$1,201,148

AGENDA ITEM # 3.4
FOR AGENDA OF July 13, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE A Resolution Initiating Action to Transfer Jurisdiction of Certain County Roads within the City to the City.
PREPARED BY: Kim McMillan KSm DEPT HEAD OK apd CITY MGR OK WAM

ISSUE BEFORE THE COUNCIL

Shall City Council accept County Road right-of-way within the City as City right-of-way ?

STAFF RECOMMENDATION

That City Council approve the attached Resolution accepting the transfer of jurisdiction of the road discussed.

INFORMATION SUMMARY

As a part of the Bridgeport Village project there is a need to transfer jurisdiction of several properties and rights-of-way. The right-of-way included in this resolution is for a remnant of Jean Road, south of the Borders Development and north of the ODOT Park and Ride.

OTHER ALTERNATIVES CONSIDERED

Not applicable.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Not applicable.

ATTACHMENT LIST

Attachment 1: Proposed Resolution
Exhibit "A": Legal Description
Exhibit "B": Map

FISCAL NOTES

Not applicable

CITY OF TIGARD, OREGON

RESOLUTION NO. 04-_____

A RESOLUTION INITIATING ACTION TO TRANSFER JURISDICTION OF CERTAIN COUNTY ROADS WITHIN THE CITY TO THE CITY.

WHEREAS, ORS 373.270(6) provides a mechanism to transfer jurisdiction of County Roads within a City to a City; and

WHEREAS, the City of Tigard has determined it necessary, expedient and for the best interests of the city to acquire jurisdiction over certain county roads or part thereof to the same extent as it has over other public streets and alleys of the city.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The Tigard City Council hereby requests that the Commissioners of Washington County, Oregon transfer jurisdiction of those County Roads, described and depicted in Exhibits "A" and "B" attached hereto, to the City of Tigard; said request to be granted or denied within one year of the execution of this Resolution.

SECTION This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2004.

Mayor - City of Tigard

ATTEST:

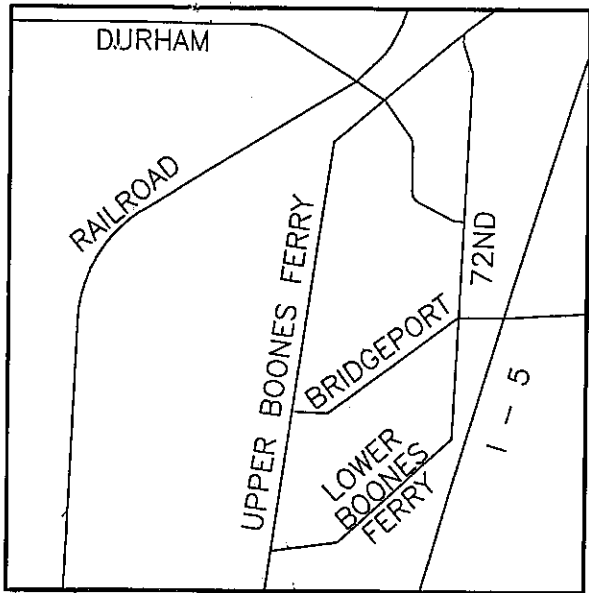
City Recorder - City of Tigard

EXHIBIT "A"

- 1. SW JEAN ROAD**
EAST OF SW 72ND AVENUE

SEE EXHIBIT "B"

All that portion of County Road No. 922 north of the center of Section 13, T2S, R1W, W.M., and lying between that portion of said road vacated in Vacation No. 272 and that portion transferred to the City of Tigard in C.R. 2379 T/J. Said road being situated in the Northeast one-quarter of Section 13, T2S, R1W, W.M.



VICINITY MAP

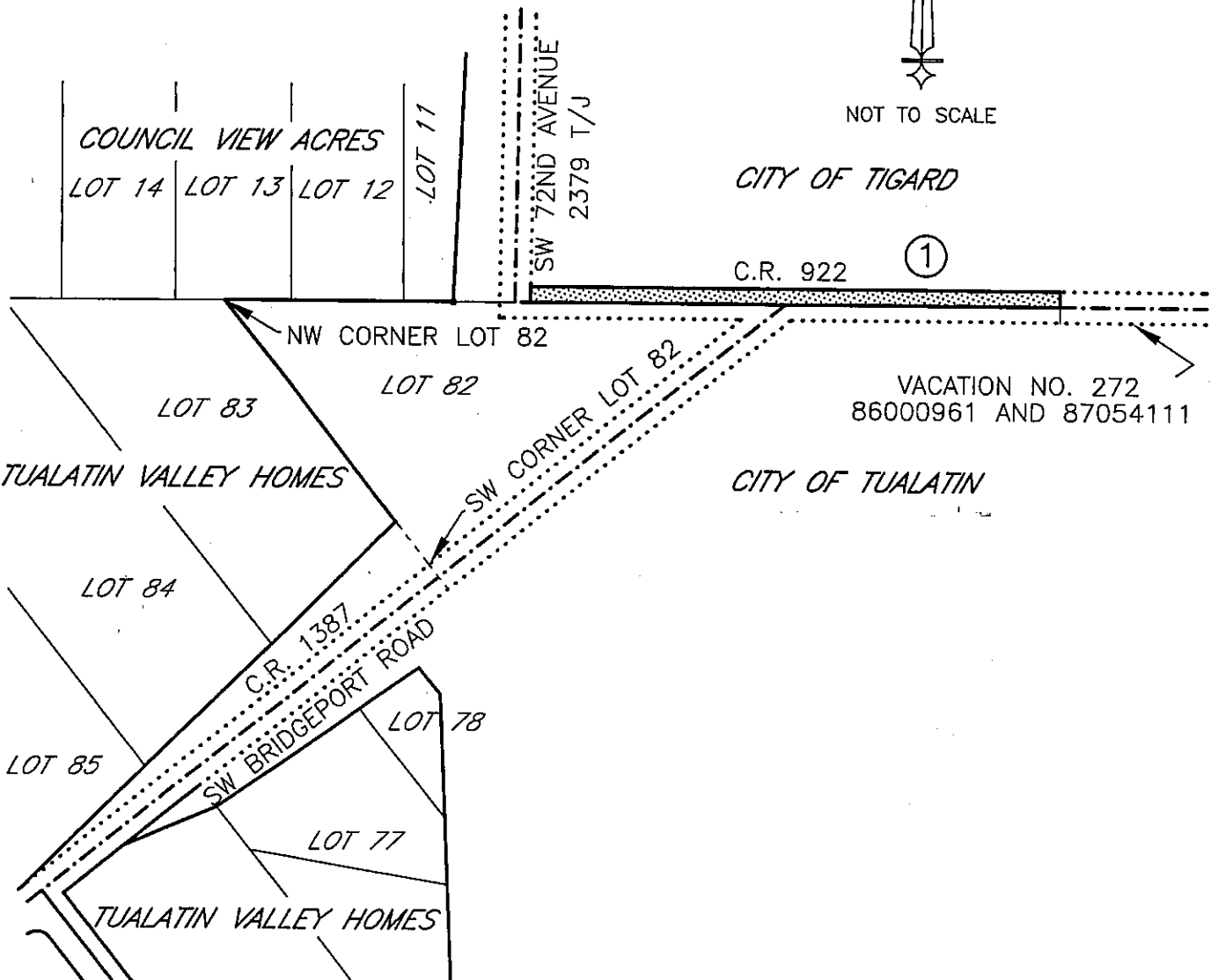
TRANSFER OF JURISDICTION

① SW JEAN ROAD

SITE



NOT TO SCALE



AGENDA ITEM # 3.5a
FOR AGENDA OF 7/13/04

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Moving Contractor Contract Award

PREPARED BY: Loreen Mills Green DEPT HEAD OK han CITY MGR OK han

ISSUE BEFORE THE COUNCIL

Should the Local Contract Review Board (LCRB) award a contract for moving services for Library and office relocations?

STAFF RECOMMENDATION

Staff recommends that the LCRB, by motion, approve the contract award to **Lile Relocation Services** for a one year contract that may be extended for no more than four, one-year option periods by mutual agreement by both parties and authorize the City Manager to enter into a contract for services.

INFORMATION SUMMARY

The City has need for moving services periodically through the year for relocation of offices, equipment and materials. In the past, these moves have been less than regular and were accomplished by contacting vendors who were available at the time. Since the City is going to be relocating 5 departments over the next 6 months, there has been a formal bid estimate process conducted to determine who would be best able to meet our needs.

Moving companies submitted estimates, not firm bids, and a selection committee was brought together to review and rate the proposers. The committee was composed of Charlie Bahlman, the City's representative on the Library Construction Project; Linda Parker and Sandra Birkner from Library staff; Arnie Manzano, from Property Maintenance; and Loreen Mills from Administration. The committee reviewed the time and dollar estimates, checked references for a history of accurate estimates and damage-free moving services, and the proposer's understanding to the project. The evaluation criteria for this review were described in the bid document and are attached for your information.

The following proposers were awarded points (out of a possible 400) as follows:

Active Moving and Storage, Vancouver Washington	325 points
<u>Lile Relocation Services, Tualatin, Oregon</u>	<u>340 points</u>
Night Movers, Hillsboro, Oregon	280 points
Rose City Moving & Storage, Portland, Oregon	269 points
Willamette Express Ltd, Milwaukie, Oregon	306 points

The estimates for conducting the Library and all office moves between now and December ranged between \$32,000 and \$48,000 and from 2+ days to 13.75 days.

The committee determined that Lile Relocation Services was the best contractor for the City because:

- the estimate for time and dollars was based on strong library and office move experience;
- estimating history was very accurate and Lile used the same estimator on this proposal;
- clear understanding of the project was evident and the proposal was well thought out;
- rates for service and supplies were reasonable and "straight time" labor included Monday through *Saturday*
- need to preserve citizen access to other departments during move was understood; and
- the moving team assembled for this move is similar to that used for other successful library moves (Multnomah County Library, OSU and Valley Library, Chemeketa Community College Library, and PSU).

OTHER ALTERNATIVES CONSIDERED

None

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A

ATTACHMENT LIST

Attachment 1 Proposal Evaluation Criteria and Point Distribution as set in the bid documents.

FISCAL NOTES

The estimated cost for the Library and office moves during FY 04-05 is \$38,000 + \$3,800 which is a City initiated contingency of 10%. Funds are budgeted in the Library Construction Project for the library move and in the Property & Facilities CIP budget for the office moves associated with the remodel of the old library building and city hall.

Attachment 1

A. SELECTION AND EVALUATION PROCESS

A Selection Committee assembled by the City will review the written proposals. Proposals will be evaluated to determine which ones best meet the needs of the City. After meeting the mandatory requirements, the proposals will be evaluated on both their technical and fee aspects. The Selection Committee will select the moving firm which best meets the City's needs based upon its evaluation of a firm's proposal.

It is the intent of the City to award contract to one provider. Provider shall be chosen based on the following criteria.

Proposal Evaluation Criteria and Point Distribution:

Proposals will be evaluated in accordance with the following:

- | | | |
|----|---|------------------|
| 1. | <u>Completed Proposal submitted on time</u> | <u>Pass/Fail</u> |
| 2. | <u>An original plus three (3) copies of the complete proposal</u> | <u>Pass/Fail</u> |
| 3. | <u>Transmittal letter</u> | <u>Pass/Fail</u> |
| 4. | <u>Firm qualifications</u>
The evaluation of the firm's qualifications as listed under Sections 4 & 5 of this RFP Packet. Technical experience of the firm and prior library and office facilities moving and relocation experience will be evaluated. | <u>30 points</u> |
| 5. | <u>Project understanding and approach</u>
An evaluation of the proposer's work plan and general understanding of the project as detailed in Sections 4 & 5. | <u>25 points</u> |
| 6. | <u>Project timeframe</u>
This will be an evaluation of the proposer's practical approach to meeting the City's specific deadlines as detailed in Sections 4 & 5. | <u>25 points</u> |
| 7. | <u>Fee evaluation</u>
The evaluation of the proposed fee will consider the overall cost (fees plus out-of-pocket expenses) for each phase and the proposed hours and City assistance requested. All of these factors are important in evaluating the reasonableness of the fee and the Proposer's understanding of the requirements. | <u>20 points</u> |

Total Evaluation Points 100 points

AGENDA ITEM # 3.5 b
FOR AGENDA OF July 13, 2004

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Award of Contract for the Construction of 100th Avenue & Murdock Street Sanitary Sewer (Sewer Reimbursement District No. 27)

PREPARED BY: Vannie Nguyen *dy* DEPT HEAD OK: Agustin P. Duenas *APD* CITY MGR OK: Bill Monahan *BM*

ISSUE BEFORE THE COUNCIL

Shall the Local Contract Review Board approve the contract award for the construction of 100th Avenue & Murdock Street Sanitary Sewer?

STAFF RECOMMENDATION

Staff recommends that the Local Contract Review Board, by motion, approve the contract award to **Dunn Construction, Inc.**, in the amount of **\$647,145.00**.

INFORMATION SUMMARY

The proposed project is part of the Citywide Sanitary Sewer Extension Program and would provide sewer service to 74 lots along 96th Avenue, 98th Avenue, 100th Avenue, Murdock Street and Sattler Street through Sewer Reimbursement District No. 27. Through this program, the City would install public sewer to each lot within the Reimbursement District and the owners would reimburse the City for a fair share of the cost of the public sewer at the time of connection to the sewer. In addition, each owner would be required to pay a connection fee of \$2,535 before connecting to the line.

The project was first bid in mid-2003, but could not be awarded because of lack of funds. This project was advertised for bids on June 15 and June 17, 2004 in the Daily Journal of Commerce and Tigard Times respectively. The bid opening was conducted on June 29, 2004 and the bid results are:

Kerr Contractors, Inc.	Tualatin, OR	\$ 700,890.50
Dunn Construction, Inc.	Portland, OR	\$ 647,145.00
Engineer's Estimate		\$ 693,500

Based on the bids submitted, the lowest responsive bid of \$647,145.00 submitted by Dunn Construction, Inc., appears to be reasonable. Staff recommends approval of the contract award to this qualified lowest bidder.

OTHER ALTERNATIVES CONSIDERED

None

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

None

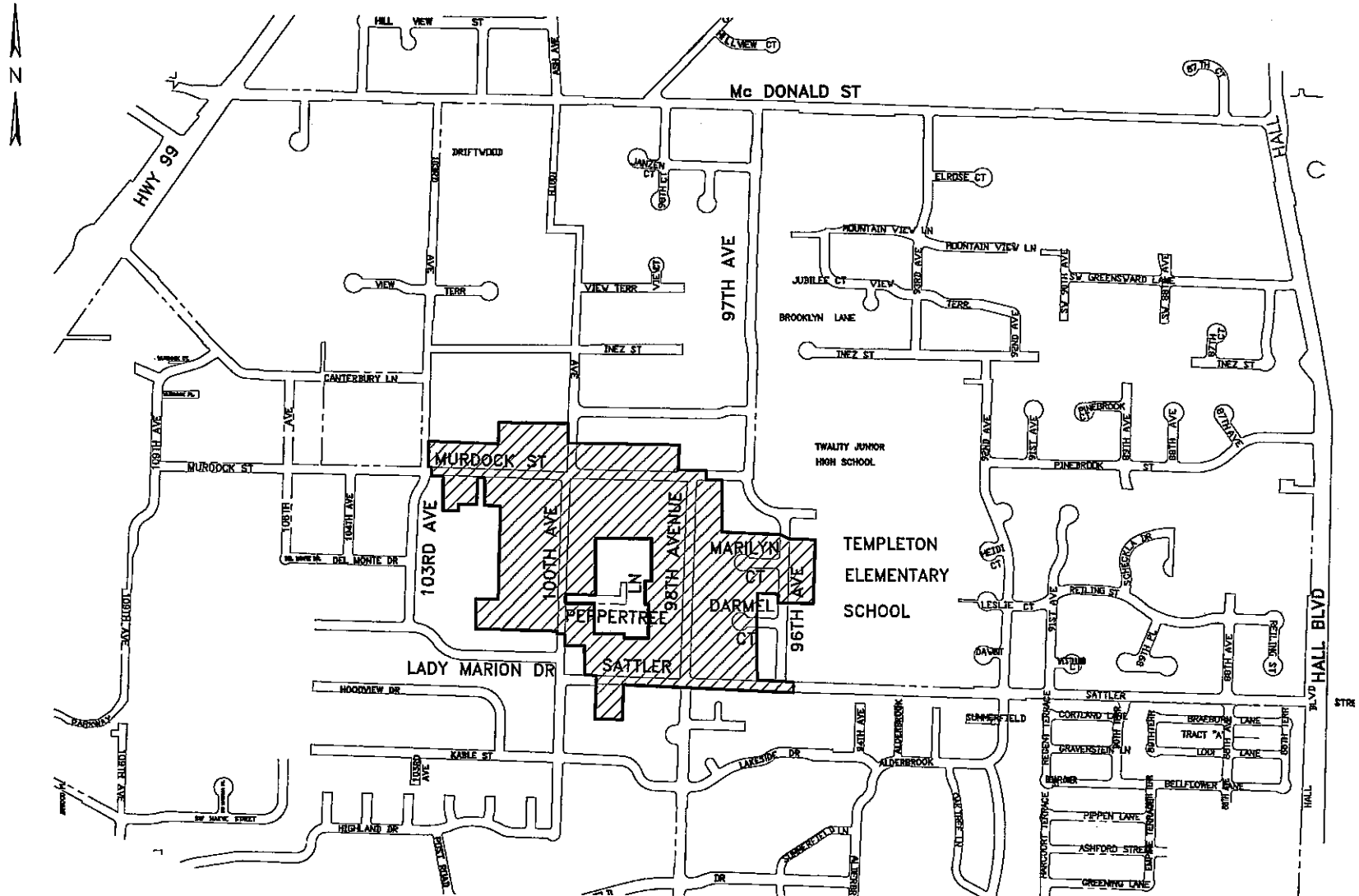
ATTACHMENT LIST

Project location map

FISCAL NOTES

The amount of \$2,500,000 is available in the FY 2004-05 Citywide Sewer Extension Program for this and other sewer extension projects. The available funding is sufficient to award a contract of \$647,145.00 to Dunn Construction, Inc.

100TH AVENUE & MURDOCK STREET
FY 2004-05 SANITARY SEWER EXTENSION PROGRAM
REIMBURSEMENT DISTRICT NO. 27



AGENDA ITEM # 3.5c
FOR AGENDA OF July 13, 2004

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Award of contract for City Labor Attorney services to Bullard, Smith, Jernstedt, Wilson and authorize City Manager to execute contract

PREPARED BY: Sandy Zodrow, HR Dir. SS DEPT HEAD OK EUMANN CITY MGR OK EAN BRAMAN

ISSUE BEFORE THE COUNCIL

Should the Local Contract Review Board award a contract to the Bullard, Smith, Jernstedt, Wilson firm to perform labor attorney services and authorize the City Manager to execute the contract?

STAFF RECOMMENDATION

Staff recommends that the LCRB award a contract for labor attorney services to Bullard, Smith, Jernstedt, Wilson and authorize the City Manager to execute the contract

INFORMATION SUMMARY

The Bullard firm has provided labor relations services to the City of Tigard for over 10 years. These services include, but are not limited to, assistance with negotiations, grievance management, arbitration, contract administration, etc. A formal Request for Proposals process for labor attorney services was initiated to comply with City purchasing rules. After a comprehensive review of several competing bidders for this service, the City selected the Bullard firm to be awarded the contract. While we were negotiating the contract questions over liability insurance coverage and fee schedules came up but these have been resolved. Staff recommends that a) the City award a contract to the firm for the provision of labor attorney services to the City, and b) the City accept the terms of a rate increase effective July 1, 2004 as referenced in the Ken Bemis letter of June 9, 2004. The contract term continues until November 2005.

OTHER ALTERNATIVES CONSIDERED

Do not award a contract thereby directing staff to conduct a revised Request for Proposal process.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A

ATTACHMENT LIST

- a) Proposed contract for services b) June 23, 2004 memo to City Manager c) June 9, 2004 memo from Labor Attorney

FISCAL NOTES

The annual cost of the services is dependent upon the need for labor relations assistance throughout the contract term relative to such potential issues as dispute resolution activities, mid term contract negotiations, etc.

CITY OF TIGARD, OREGON
LEGAL COUNSEL PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT made and entered into this ____ day of December, 2003 by and between the CITY OF TIGARD, a municipal corporation of the State of Oregon, hereinafter called City, and Bullard, Smith, Jernstedt and Wilson, hereinafter called Legal Counsel.

RECITALS

City has need for the services of a law firm with a particular training, ability, knowledge, and experience possessed by Legal Counsel, and

City has determined that Legal Counsel is qualified and capable of performing the professional services as CITY does hereinafter require, under those terms and conditions set forth:

AGREEMENT: The parties agree as follows:

1. LEGAL SERVICES TO BE PROVIDED:

Legal Counsel shall initiate services immediately upon receipt of City's notice to proceed, together with an executed copy of this Agreement. Legal Counsel agrees to complete work that is detailed in Exhibit "A" and by this reference made a part hereof.

2. EFFECTIVE DATE AND DURATION:

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, on November 1, 2005.

3. COMPENSATION

- a. City agrees to pay Legal Counsel in accordance with this section for performance of services described herein. Payment shall be based upon a detailed monthly statement of services showing work performed and identifying specific legal matters worked on. Legal Counsel agrees to provide services under this agreement at a discount of 10% off the regular hourly rate of the attorney providing such services.

Hourly Rates: Effective December 1, 2003 the hourly rates including this discount shall be as referenced in Exhibit "B".

- b. Payment by City to Legal Counsel for performance of services under this Agreement includes all expenses incurred by Legal Counsel, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
- c. Payment will be made in installments based on Legal Counsel's invoice, subject to the approval of the Director of Human Resources, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- d. Payment by City shall release City from any further obligation for payment to Legal Counsel, for services performed or expenses incurred as of the date of the statement of services. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- e. Legal Counsel shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- f. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. OWNERSHIP OF WORK PRODUCT:

City shall be the owner of and shall be entitled to possession of any and all work products of Legal Counsel which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Legal Counsel prior to termination of this Agreement by Legal Counsel or upon completion of the work pursuant to this Agreement.

5. ASSIGNMENT/DELEGATION:

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Legal Counsel shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. STATUS OF LEGAL COUNSEL AS INDEPENDENT CONTRACTOR:

Legal Counsel certifies that:

- a. Legal Counsel acknowledges that for all purposes related to this Agreement, Legal Counsel is and shall be deemed to be an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Legal Counsel is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Legal Counsel under the terms of this Agreement, to the full extent of any benefits or other remuneration Legal Counsel receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Legal Counsel or to a third party) as a result of said finding.
- b. The undersigned Legal Counsel hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Legal Counsel, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- c. If this payment is to be charged against Federal funds, Legal Counsel certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.
- d. Legal Counsel and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- e. Legal Counsel certifies that it currently has a City business tax receipt or will obtain one prior to delivering services under this Agreement.
- f. Legal Counsel is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNITY:

- a. The City has relied upon the professional ability and training of Legal Counsel as a material inducement to enter into this Agreement. Legal Counsel represents to the City that the work under this contract will be performed in accordance with the professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Legal Counsel's work by the City shall not operate as a waiver or release. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- b. Claims other than for Professional Liability. Legal Counsel agrees to hold harmless, indemnify and defend the City of Tigard, its officers, agents, and employees from any and all claims, losses, damages, expenses, including but not limited to reasonable attorney's fees arising out of acts or omissions of Legal Counsel in the course of Legal Counsel's performance of this agreement, up to the limits and scope of its comprehensive general liability insurance coverage for personal injury and property damage.
- c. As used in subsection b of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Legal Counsel, regardless of the type of claim made against the City. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Legal Counsel unrelated to the quality of professional services provided by Legal Counsel.

8. INSURANCE:

Legal Counsel and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Legal Counsel's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Legal Counsel and its subcontractor shall provide at least the following limits and coverage's:

a. Commercial General Liability Insurance

Legal Counsel shall obtain, at Legal Counsel's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

b. Professional Liability Insurance

Legal Counsel shall obtain, at Legal Counsel's expense, and keep in effect during the term of this contract, Professional Liability Insurance. This coverage shall include Annual Aggregate & Per Occurrence limits of \$2,000,000 per attorney.

c. Commercial Automobile Insurance

Legal Counsel shall also obtain, at Legal Counsel's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

d. Workers' Compensation Insurance

The Legal Counsel, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Legal Counsels who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

e. Additional Insured Provision

The Commercial General Liability Insurance and other policies the City deems necessary shall include the City, its officers, directors, and employees as additional insureds with respect to this contract.

f. Extended Reporting Coverage

If any liability insurance required by this contract is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this contract to a duration of 24 months or the maximum time period the Legal Counsel's insurer will provide if less than 24 months. Legal Counsel will be responsible for furnishing certification of Extended Reporting coverage for 24 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this contract.

- g. Notice of Cancellation
There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days notice of cancellation provision shall be physically endorsed on to the policy.
- h. Insurance Carrier Rating
Coverage's provided by the Legal Counsel must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- i. Certificates of Insurance
As evidence of the insurance coverage required by the contract, the Legal Counsel shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.
- j. Primary Coverage Clarification
The parties agree that Legal Counsel's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

Legal Counsel's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty-(30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Sandy Zodrow, Director of Human Resources
City of Tigard
13125 SW Hall Blvd.
Tigard, Oregon 97223

Business Phone: 503-639-4171, Ext. 2408
Business Fax: 503-639-6795
Email Address: sandy@ci.tigard.or.us

Such policies or certificates must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit Legal Counsel's liability hereunder.

9. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS.

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF TIGARD

Sandy Zodrow, Director of Human Resources
City of Tigard
13125 SW Hall Blvd.
Tigard, Oregon 97223

Business Phone: 503-639-4171, Ext. 2408
Business Fax: 503-639-6795
Email Address: sandy@ci.tigard.or.us

LEGAL COUNSEL

Bullard, Smith, Jernstedt & Wilson
1000 SW Broadway
Suite 1900
Portland, OR 97205

Business Phone: 503-248-1134
Business Fax: 503-224-8851
Email Address: kbemis@bullardlaw.com

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. MERGER:

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. PROFESSIONAL SERVICES:

The City requires that services provided pursuant to this agreement shall be provided to the City by a Legal Counsel that does not represent clients on matters contrary to City interests. Further, Legal Counsel shall not engage services of an attorney and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests.

Should the Legal Counsel represent clients on matters contrary to City interests or engage the services of an attorney and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests, Legal Counsel shall consult with the appropriate CITY representative regarding the conflict.

After such consultation, the Legal Counsel shall have 30 days to eliminate the conflict to the satisfaction of the City. If such conflict is not eliminated within the specified time period, the agreement may be terminated pursuant to Section 13 (b - iii) of this agreement.

12. TERMINATION WITHOUT CAUSE:

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Legal Counsel. If City terminates the contract pursuant to this paragraph, it shall pay Legal Counsel for services rendered to the date of termination.

13. TERMINATION WITH CAUSE:

- a. City may terminate this Agreement effective upon delivery of written notice to Legal Counsel, or at such later date as may be established by City, under any of the following conditions:
 - i. If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
 - iii. If any license or certificate required by law or regulation to be held by Legal Counsel, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - iv. If Legal Counsel becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Legal Counsel, if a receiver or trustee is appointed for Legal Counsel, or if there is an assignment for the benefit of creditors of Legal Counsel.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- b. City, by written notice of default (including breach of contract) to Legal Counsel, may terminate the whole or any part of this Agreement:
 - i. If Legal Counsel fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
 - ii. If Legal Counsel fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.
 - iii. If Legal Counsel fails to eliminate a conflict as described in Section 11 of this agreement.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Legal Counsel shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (b), Legal Counsel shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Legal Counsel bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Legal Counsel. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

14. ACCESS TO RECORDS:

City shall have access to such books, documents, papers and records of Legal Counsel as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

15. CITY ATTORNEY BAR MEMBERSHIP REQUIREMENT:

Legal Counsel is responsible for maintaining Legal Counsel's professional standing as a member of the Oregon State Bar Association.

16. FORCE MAJEURE:

Neither City nor Legal Counsel shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

17. NON-WAIVER:

The failure of City to insist upon or enforce strict performance by Legal Counsel of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

18. NON-DISCRIMINATION:

Legal Counsel agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Legal Counsel also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

19. ATTORNEY'S FEES:

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

20. GOVERNING LAW:

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

21. COMPLIANCE WITH APPLICABLE LAW:

Legal Counsel shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement.

22. CONFLICT BETWEEN TERMS:

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

23. AUDIT:

Legal Counsel shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Legal Counsel agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

24. SEVERABILITY:

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

25. COMPLETE AGREEMENT:

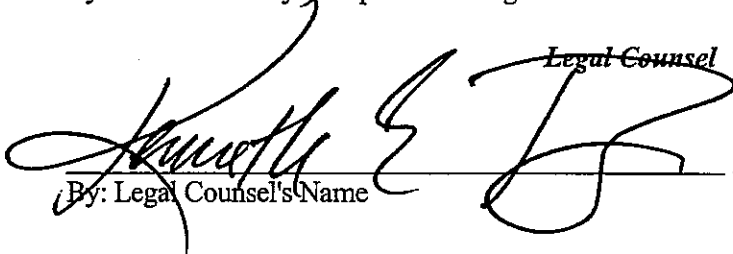
This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Legal Counsel, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Legal Counsel has executed this Agreement on the date hereinabove first written.

City of Tigard

By: Authorized City staff person letting contract

Date


By: Legal Counsel's Name

Legal Counsel

Date

1/28/04

EXHIBIT "A"

SERVICES TO BE PROVIDED

SCOPE OF SERVICES

- A. Legal Counsel will be responsible for City legal labor representation as authorized by the City Council and/or City Manager. Authorization to perform specific tasks will come from Sandy Zodrow, Human Resources Director or other persons directly authorized by the City Manager. Ken Bemis will act as lead attorney. Ken Bemis is referred to herein as the "City Labor Attorney".
- B. Unless otherwise specified by the Human Resources Director, Legal Counsel will be responsible for:
- Labor relations, employment and related services including but not limited to:
1. Contract negotiations for the TPOA and SEIU OPEU Local 503 collective bargaining units
 2. Consulting services, including contract interpretation and administration, including representation at appropriate meetings/hearings; mediation, fact-finding and arbitration, dispute resolution; unfair labor practices; staff and/or Council strategy planning and progress meetings; representation, unit clarification and deauthorization matters; impact bargaining; communication and correspondence activities between the City and officials of the aforementioned bargaining units; and other employment related services as required.

Exhibit "B"
Hourly Rates

Attorney	Hourly Rate
Ken Bemis	\$190
Akin Blitz	\$205
Kathryn Hindman	\$190
David Wilson	\$210
Ric Alli	\$210
Helle Rode	\$190
Barbara Bloom	\$165
Kirk Peterson	\$165
Jackie Damm	\$190
Adam Collier	\$135
Darryl Walker	\$135

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ES
BULLA-1

DATE (MM/DD/YYYY)
12/12/03

RECEIVED

DEC 15 2003

RISK MANAGEMENT

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PRODUCER

Fullerton & Company
P. O. Box 29018
Portland OR 97296-9018
Phone: 503-274-6511 Fax: 503-274-6511

INSURED

Bullard, Smith, Jernstedt
& Harnish
1000 SW Broadway Ste 1900
Portland OR 97205

INSURERS AFFORDING COVERAGE

INSURER A: American States Insurance Co.
INSURER B: American Economy Insurance Co.
INSURER C:
INSURER D:
INSURER E:

NAIC #

19704
19690

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY	02BO6354956	01/01/04	01/01/05	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10000
					PERSONAL & ADV INJURY \$ 1000000
					GENERAL AGGREGATE \$ 2000000
					PRODUCTS - COMP/OP AGG \$ 2000000
	GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	01CT00623510	01/01/04	01/01/05	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1000000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$0				\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$
B	Business Personal Property	02BO6354956	01/01/04	01/01/05	Limit 536000 Ded 250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Verification of Insurance

CERTIFICATE HOLDER

CITY OF

City of Tigard
Attn: Loreen Mills, Risk Mgr
13125 SW Hall Blvd
Tigard OR 97223

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Frankie D. Renteria

02286 - American Economy Insurance Company

Member of **Safeco Insurance Companies**

A.M. Best #: 02286 NAIC #: 19690

View a [list of group members](#) or [the group's rating](#)



Best's Rating

A (Excellent)*

Financial Size Category

XV (\$2 billion or more)

June 23, 2004

TO: William A. Monahan, City Manager

FROM: Sandy Zodrow, Human Resources Director



RE: Contract for Labor Attorney Services

As you will recall, after a comprehensive Request for Proposal process was completed in late 2002 for the purposes of obtaining labor attorney services for the City of Tigard, the Bullard, Smith, Jernstedt, Wilson firm was selected. The firm has been providing these services to the City for over ten years, however changes to the City's purchasing regulations required that the RFP process be utilized and a contract be established.

The City and the firm continued discussions over a number of months regarding insurance and other details of the proposed contract and eventually resolved those matters. In January of 2004, when the parties were preparing to sign the final contract, the firm notified the City that its fee structure had changed since its original submittal. Specifically as it relates to the fee structure, the City's Request for Proposals included the requirement that the successful bidder submit any proposed rate increases to their contract with the City accordingly:

" 11.3 Legal Counsel may request changes in the fee schedule annually if justifiable. Request for fee changes shall be submitted no later than December 30th of a year to be effective, if approved July 1 of the following year."

As Mr. Bemis' attached June 9, 2004 letter indicates, the firm's rate structure experienced increases after they had submitted their response to our RFP and during the time both parties were resolving various insurance and liability provisions which was also prior to the contract being signed. Although the City's RFP process for consideration of rate adjustments (as noted above) required that rate increases needed to be submitted no later than December 30th, after considerable discussions with Ken Bemis, the City's labor attorney from the Bullard firm, we are recommending that the City Council approve a rate adjustment for the firm as indicated in their June 9, 2004 letter to be effective July 1, 2004. We have reviewed other public sector jurisdictions to identify how they handle their labor attorney contracts and service rate adjustments and have also reviewed a number of rate structures from other competing firms, and find both the process and the rates to be competitive with the proposed July 1 rates and consistent with the process we are utilizing.

Thank you for your consideration.

BULLARD

SMITH

JERNSTEDT

WILSON

City of Tigard
Human Resources
JUN 10 2004

June 9, 2004

PRIVILEGED AND CONFIDENTIAL

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

1000 SW Broadway
Suite 1900
Portland, Oregon 97205
503.248.1134
Fax: 503.224.8851
www.bullardlaw.com

Ms. Sandra Zodrow
City of Tigard
13125 SW Hall Boulevard
Tigard, OR 97223

Worklaw Network Affiliate
www.worklaw.com

Re: Legal Counsel Professional Services Contract

Dear Sandy:

This will confirm our discussions regarding execution of a Professional Services Contract with the City of Tigard. In summary, we submitted a response to the City's Request for Proposal back in August 2002, which offered to extend the same discounted rate structure that we offer to certain other select public sector clients. The rate structure was proposed at a 10 percent discount from our standard hourly rates. For a variety of reasons, the parties were not ready to execute the final Agreement until January of 2004. Naturally, our regular rates had adjusted upward from August 2002, when the original RFP material was submitted, and I provided notice of our current regular rates for proper inclusion in the Professional Services Contract when you were ready to finalize. Although we were not yet party to a contract with the City, the City expressed concern about the failure to provide notice of fee changes by December 30, 2003, and has objected to the revised rates.

At the City's request, and in compromise on this issue, we are willing to delay implement the new rates until July 1, 2004, as set forth below:

Ken Bemis	\$215
Akin Blitz	\$225
Kathryn Hindman	\$225
David Wilson	\$245
Ric Alli	\$250
Barb Bloom	\$200
Kirk Peterson	\$200
Jackie Damm	\$220
Adam Collier	\$175
Darryl Walker	\$165

Richard J. Alli, Jr.
Daniel R. Barnhart*
Francis T. Barnwell
Kenneth E. Bemis
Akin Blitz*
Barbara A. Bloom
Garry R. Bullard
Mitchell J. Cogen
Adam S. Collier
Jacqueline M. Damm†
Kathryn M. Hindman*
Kenneth E. Jernstedt*
Alan M. Lee
Robert J. Lee
Michael G. McClory*
Kirk S. Peterson*
David J. Riewald*
Les Smith†
Darryl D. Walker*
David H. Wilson

Thomas I. Kramer - Of Counsel
J. Kent Pearson, Jr. - Of Counsel

Jim D. Korshoj - Retired

Also admitted in:
• California
• Washington
† Illinois

BUJLARD

SMITH

JERNSTEDT

WILSON

A PROFESSIONAL CORPORATION

PRIVILEGED AND CONFIDENTIAL

Ms. Sandra Zodrow

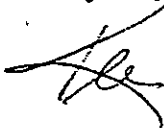
June 9, 2004

Page 2

Thereafter, we are also willing to provide notification of fee changes by December 30, to be effective July 1 of the following year. We trust this is acceptable and look forward to continuing our long-standing relations with the City.

When the agreement is ready to execute, please forward the originals to my assistant, Michelle, who will arrange to get the appropriate signatures. If you have any questions, please don't hesitate to call our managing partner, Fran Barnwell, or our office administrator, Andy Kitchen. Thanks Sandy.

Very truly yours,



Kenneth E. Bemis

KEB/mw

cc: Mr. Fran Barnwell
Mr. Andy Kitchen
Ms. Karla Stein

AGENDA ITEM # 4
FOR AGENDA OF 13 July 2004

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Tualatin Valley Television (TVTV) Introduction

PREPARED BY: Gary Ehrenfeld DEPT HEAD OK WJH CITY MGR OK WJH

ISSUE BEFORE THE COUNCIL

Listen to a presentation from Tualatin Valley Television Executive Director Marci Hosier.

STAFF RECOMMENDATION

Informational item, no Council action required.

INFORMATION SUMMARY

Executive Director Marci Hosier will introduce herself, discuss the services Tualatin Valley Television provides, and describe how her organization benefits the Tigard community.

OTHER ALTERNATIVES CONSIDERED

Not applicable.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Communication Goal #1, Action Committee Strategy: "Improve communication about all aspects of the city's business" and Action Committee Strategy: "Encourage public participation through accessibility and education."

ATTACHMENT LIST

None.

FISCAL NOTES

Not applicable.

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Update on the New Tigard Library

PREPARED BY: Margaret Barnes DEPT HEAD OK MB CITY MGR OK MAN

ISSUE BEFORE THE COUNCIL

Presentation by staff to update the City Council about the new library.

STAFF RECOMMENDATION

The purpose of this presentation is to update the Council on the progress of construction on the new Tigard Public Library and other related matters.

INFORMATION SUMMARY

The focus of this monthly update will be to inform the Council on the progress of library construction during the past two weeks. The presentation will include efforts to raise needed funds for the new library, as well as information on how the public can learn more about the project.

On May 21, 2002, Tigard voters passed a \$13 million bond measure for the construction of a new library of approximately 47,000 square feet. This amount has paid for land acquisition, the design, construction and furnishings of the new library, parking and related street improvements. The site of the new library is a 14.5-acre property located along Hall Boulevard near O'Mara Street. The library building and parking will occupy about 5 acres of the site.

OTHER ALTERNATIVES CONSIDERED

None.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

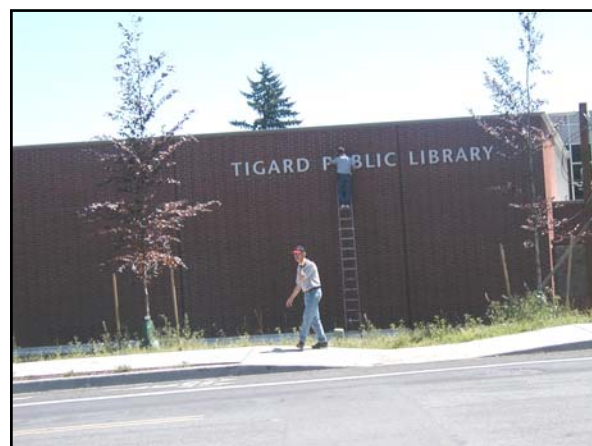
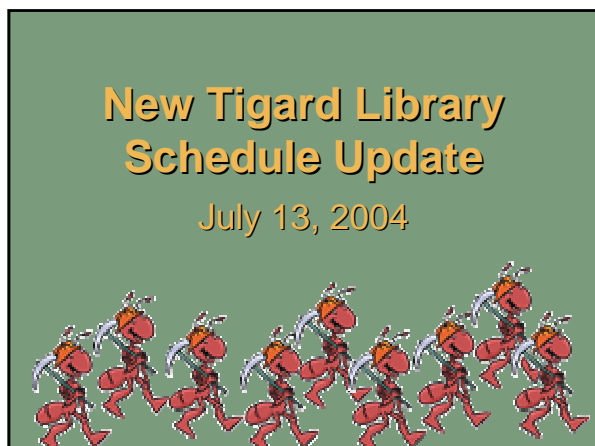
Goal #3: Adequate facilities are available for efficient delivery of life-long learning programs and services for all ages.

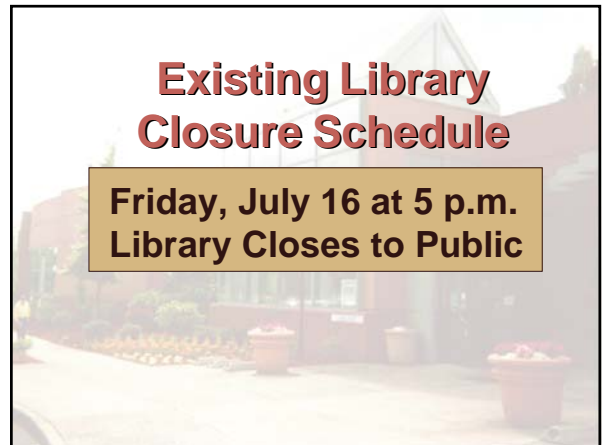
ATTACHMENT LIST

A. Set of powerpoint slides.

FISCAL NOTES

N/A





While the Library's Closed:

While we are closed, the Tigard Library will not be able to accept any returned library materials. During this closure time, materials can be returned to any Washington County Library.

Check here to get the latest info...

- City Website (www.ci.tigard.or.us)
- WILI net (online catalog)
- Cityscape
- Tigard Times

Grand Opening!!!

**Saturday, August 21
10 a.m.**

The community is invited to come and check out their new library!




AGENDA ITEM # 6
FOR AGENDA OF July 13, 2004

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE An Ordinance Granting a Non-Exclusive Gas Utility Franchise to Northwest Natural Gas Co. and Fixing Terms, Conditions and Compensation of Such Utility and Repealing All Ordinances and Parts of Ordinances That Conflict Herewith, and Declaring an Emergency.

PREPARED BY: Craig Prosser DEPT HEAD OK CP CITY MGR OK UAn

ISSUE BEFORE THE COUNCIL

Should Council approve a new, 10-year franchise for NW Natural Gas to use public rights of way within the City of Tigard?

STAFF RECOMMENDATION

Approve the franchise

INFORMATION SUMMARY

NW Natural Gas has held a franchise for use of public rights of way within the City of Tigard for a number of years. The most recent franchise expired in November 2003. The City and NW Natural have been negotiating a new franchise for the past year. The City and NW Natural have reached agreement, and that agreement is now before Council for approval.

The 2004 Franchise contains several changes from prior years' franchises. The major changes include:

1. The agreement increases the amount of the franchise fee from 3% of gross revenues to 5% of gross revenues. This increase was anticipated in the FY 2004-05 Budget and will produce an estimated \$260,000 for the General Fund.
2. The City will no longer have a unilateral right to increase the franchise fee up to the statutorily mandated maximum amount. This is less of an issue than it appears, however, because this franchise increases the franchise fee to the statutorily allowed amount. The franchise also includes a reopener clause in year 6 of the franchise that can be activated upon the request of either party.
3. NW Natural will be required to obtain permits, including payment of permit fees for all work in the public rights of way. This will help the City to track and manage work in the public rights of way.
4. If any work performed by NW Natural or its contractors is found by the City to be inadequate and the work is not corrected as provided by the City Engineer, the City can require NW Natural to post a performance bond to ensure the quality of future work.
5. NW Natural will submit as-built drawings to the City to help manage facilities within the public rights of way, and the City agrees to hold those drawings confidential as allowed by public records laws.
6. The City and NW Natural Gas will meet on at least an annual basis to coordinate construction activities.

OTHER ALTERNATIVES CONSIDERED

Do not approve the franchise. In this case, the City would need to develop new code language to govern the use of public rights of way by public utilities and would also presumably need to adopt new utility taxes to replace franchise fee revenues.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

NA

ATTACHMENT LIST

Ordinance, including Exhibit A, Franchise Agreement

FISCAL NOTES

This new franchise will produce additional revenues for the General Fund of approximately \$260,000 per year, plus an undetermined amount of new permit fee revenues.

CITY OF TIGARD, OREGON

ORDINANCE NO. 04-_____

An Ordinance Granting a Non-Exclusive Gas Utility Franchise to NW Natural and Fixing Terms, Conditions and Compensation of Such Utility and Repealing All Ordinances and Parts of Ordinances That Conflict Herewith, and Declaring an Emergency.

WHEREAS, the ten-year franchise for the operation of a gas utility within the City of Tigard is now before the City Council for renewal, the Council believes that the franchise should be renewed under the terms and conditions set forth in Exhibit A attached to this ordinance.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

- SECTION 1: A new, ten-year franchise for NW Natural is approved, including all of the terms and conditions as substantially set forth in the agreement attached as Exhibit A to this ordinance.
- SECTION 2: The Mayor is authorized and directed to sign the agreement attached to this ordinance as Exhibit A on behalf of the Council.
- SECTION 3: The City Council determines that the fee imposed by this franchise is not a tax subject to the limitations of Article XI, Section 11 (b) of the Oregon Constitution.
- SECTION 4: This ordinance shall replace and repeal the prior franchise with NW Natural, Ordinance No. 93-29, adopted on October 26, 1993. In addition, it is agreed by the City and NW Natural that the terms of Ordinance No. 93-29 remained in effect from October 26, 2003 to the effective date of this ordinance.
- SECTION 5: Because of the need to maintain stable gas service to citizens of Tigard and a stable flow of revenue from franchise fees, an emergency is declared and this ordinance shall take effect upon its passage.
- PASSED: By _____ vote of all Council members present after being read by number and title only, this ____ day of _____, 2004.

Jane McGarvin, Deputy City Recorder

APPROVED: By Tigard City Council this ____ day of _____, 2004.

Craig Dirksen, Mayor

Approved as to form:

City Attorney

Date

Exhibit A

NATURAL GAS UTILITY FRANCHISE AGREEMENT

A nonexclusive, ten (10) year franchise between the City of Tigard and Northwest Natural to conduct a natural gas utility business within the City of Tigard.

SECTION 1. GRANT AND ACCEPTANCE OF FRANCHISE

The City of Tigard (herein referred to as "City") grants to Northwest Natural (herein referred to as "Grantee"), subject to the City codes, ordinances, regulations, and terms of this agreement, the privilege to use the rights of way of the City of Tigard the purpose of furnishing natural gas to customers within the City of Tigard. This grant includes the right to construct, place, replace, reconstruct, lay, maintain, and operate lines, fixtures, facilities, appliances, structures and other devices including, but not limited to, electronic and mechanical devices customarily associated with Grantee's function and purpose of serving as a natural gas utility.

All facilities of Grantee currently located within rights of way in the City are covered by this agreement and deemed lawfully placed in their current locations. The City may require relocation as further specified in this agreement.

Grantee accepts the grant of the franchise and agrees to comply with Tigard Municipal Code, the ordinance granting the franchise, and all other applicable laws, ordinances, and regulations.

SECTION 2. FRANCHISE FEE

- a. Grantee shall pay an annual franchise fee in the amount of five percent (5%) of gross revenues received from customers within the City, less net uncollectibles from such revenues. Gross revenues are revenues received from utility operations within the City, less net uncollectibles. Gross revenues shall include revenues from the use, rental, or lease of the Grantee's operating facilities other than residential-type space and water heating equipment. Gross revenues shall not include proceeds from the sale of bonds, mortgage or other evidence of indebtedness, securities or stocks, or sales at wholesale by one utility to another utility when the utility purchasing the service is not the ultimate customer.
- b. The franchise fee is compensation for the use of rights of way. The franchise fee is separate and distinct from any other legally authorized federal, state or local taxes or fees, and Grantee shall pay any such fees or taxes to the City when due. Payment of such fees shall not affect the franchise fee unless the fee or tax is imposed by the City solely on Grantee and not on any class or persons. If the City imposes a fee or tax solely on Grantee and not on any class or persons, then the

- amount of such fee or tax paid shall be a credit towards the amount of franchise fee due on the next regularly scheduled payment dates.
- c. The franchise fee is not subject to the property tax limitations of Article XI, sections 11(b) and 11(19) of the Oregon Constitution and is not a fee imposed on property or property owners by fact of ownership.
 - d. The franchise fee shall be payable semi-annually on or before March 15 for the six month period ended December 31, and September 15 for the six month period ended June 30. The Grantee shall pay interest at the rate of one percent (1%) per month for any payment made after the due date.
 - e. Upon thirty (30) days written notice by either party to the other, the provisions of section 2(a) of this agreement may be modified. The requested notice of any requested modification may be given only after the sixth year of the franchise term, i.e., between five and six years after the Grantee signs this Agreement. If the parties are unable to agree to a modification of section 2(a) of this Agreement or to a continuance of the same provision within ninety (90) days of receipt of a requested modification, or such longer time as may be agreed to by the parties, this Agreement shall terminate. Any increase in the franchise fee shall not go into effect sooner than thirty (30) days after the parties reach agreement on an increase.
 - f. The obligation to pay the franchise fee imposed by this section shall survive expiration of this agreement as long as the Grantee continues to exercise the rights granted in Section 1. In the event this agreement is terminated before expiration, within 90 days of the termination date Grantee shall pay the City the franchise fee due based on gross revenues through the date of termination.
 - g. The parties recognize that the City has the authority to impose a privilege tax for the use of public rights of way and the City may structure the privilege tax so that it is in addition to any other taxes or fees, including the franchise fee.

SECTION 3. TERM

The rights, privileges and franchise hereby granted shall commence when signed by both parties and continue to be in full force for a period of ten (10) years from the date this agreement becomes effective. This agreement shall be subject to any and all State or Federal laws and regulations.

SECTION 4. TRANSFER OR ASSIGNMENT

- a. Transfer as a regulated service. Grantee shall not transfer or assign this franchise to any entity that is not authorized by the Oregon Public Utilities Commission to provide natural gas utility service in the City. A transfer of ownership or control

of a majority interest in the Grantee shall constitute a transfer of the franchise. If the franchise is assigned or transferred, the assignee or transferee shall become responsible for all facilities of the Grantee at the time of transfer. The transferee or assignee will be bound by the franchise agreement and all applicable City Code and regulations as they exist at the time of transfer. A transfer or assignment of a franchise does not extend the term of the franchise.

- b. Transfer as a non-regulated service. If transfer of ownership or control of Grantee is not subject to the approval of the Oregon Public Utility Commission or a successor agency, Grantee shall not transfer or assign this franchise to any other party without the express written consent of the City. A transfer of ownership or control of a majority interest in the Grantee shall constitute a transfer of the franchise.

If the franchise is assigned or transferred, the assignee or transferee shall become responsible for all facilities of the Grantee at the time of transfer. The City shall allow the transfer or assignment if a transfer fee in a reasonable amount determined by resolution has been paid, the transferee or assignee meets all requirements imposed on franchisees, and the transferee or assignee agrees in writing to be bound by the franchise agreement and all applicable City Code and regulations as they exist at the time of transfer. A transfer or assignment of a franchise does not extend the term of the franchise.

SECTION 5. SERVICE TO CITY

If City contracts for the use of Grantee's services, Grantee agrees to charge its most favorable rate offered within Oregon for a similar volume of service.

SECTION 6. INSURANCE

- a. Grantee shall provide and keep in force public liability insurance, with a thirty (30) day cancellation clause, with a combined single limit of three (3) million dollars, which shall be evidenced by a certificate of insurance filed with the City Recorder. The City shall be named as an additional insured on the policy to the extent of Grantee's indemnity obligations under this franchise agreement. The insurance shall indemnify and hold the City harmless against liability or damage which may arise or occur from any claim resulting from the Grantee's operation under this agreement. In addition, the policy shall provide for the defense of the City for any such claims.
- b. In lieu of the third-party public liability insurance policy required by subsection a. of this section, Grantee may provide and keep in force self-insurance in an amount at least equal to the limits identified in the preceding paragraph. The Grantee shall provide proof of self-insurance to the City before this agreement shall take effect and upon request thereafter.

SECTION 7. INDEMNIFICATION

Grantee shall defend, indemnify and hold harmless, the City and its officers, employees, agents and representatives from and against any and all damages, losses, and expenses, including reasonable attorney fees and costs of any and all claims, actions and suits or defense, arising out of, resulting from, or alleged to arise out of or result from the negligent, careless, or wrongful acts, omissions, failure to act, or other misconduct of the Grantee or its affiliates, officers, employees, agents, contractors, subcontractors, or lessees in the construction, operation, maintenance, repair, or removal of its equipment and facilities, and in providing or offering service through the facilities, whether such acts or omissions are authorized, allowed, or prohibited by this agreement or by Tigard Municipal Code.

SECTION 8. DAMAGE TO GRANTEE'S FACILITIES

The City shall not be liable for any damage to or loss of any facility as a result or in connection with any work by or for the City or for any consequential damages or losses resulting from such work unless the damage or loss is the direct and proximate result of willful, intentionally tortuous, negligence, or malicious acts by the City.

SECTION 9. PERFORMANCE SECURITY/PERMIT DEPOSIT

To cover the fees and deposits for the permits required under Section 15 of this Agreement and to provide quality assurances for routine work, Grantee shall deposit with City an initial amount of \$5,000 within 15 days of the effective date of this agreement. The City shall use the deposit in each year of this Agreement only to pay for the fees and other payments required to obtain improvement permits or to correct or repair routine work of grantee not repaired to the City's satisfaction. At the end of each calendar year, the City shall provide an accounting to Grantee of the amounts used from the deposit and shall credit Grantee with any funds remaining in the deposit account. Beginning on January 31, 2006 and on each January 31 thereafter, Grantee shall deposit any additional sum to make the total deposit equal to the total amount of fees and deposits for permits obtained by Grantee in the previous calendar year plus any amounts expended by the City to correct or repair routine work of the Grantee not repaired to the City's satisfaction in the previous calendar year.

If at any time during the life of this Agreement the Grantee shall fail to comply with the material terms of a construction permit or to timely pay labor or material claims, the City shall, at its discretion, have the right to require Grantee to provide a performance bond or other surety acceptable to the City in an amount equal to at least 100% of the estimated costs of the new facilities prior to installing additional new facilities in any right of way. If invoked, this requirement shall continue for at least one year from the date of the

failure to comply with the material terms of a construction permit or to timely pay labor or material claims. Any surety required shall remain in force until 60 days after substantial completion of the relevant project, including restoration of public rights of way and other property, as determined by the City. The surety shall guarantee timely completion, construction in compliance with applicable plans, permits, codes and standards, proper location, restoration of public rights of way and other property, and timely payment and satisfaction of all claims, demands or liens for labor, material or services.

SECTION 10. NOTICE

All notices and approvals required under this agreement shall be in writing. Grantee's contact for administration of this Agreement is listed below. Grantee shall provide the City with the name(s), position(s) and phone number(s) for contact with construction related questions and comments.

Grantee Administrative Contact:

NW Natural
220 NW Second Avenue
Portland, OR 97209
Attn: Franchise Manager

Notices to the City shall be directed to:

City Engineer, City of Tigard
13125 SW Hall Blvd.
Tigard, OR 97223
503) 639-4171

SECTION 11. AUDIT

- a. Within ten (10) business days of a written request from the City, Grantee shall furnish the City:
 1. Information sufficient to demonstrate that Grantee is in compliance with this agreement.
 2. Access to all books, records, maps and other documents maintained by Grantee with respect to its facilities in City rights of way so that the City may perform an audit. Grantee shall provide access to City within the Portland, Oregon metropolitan area.

- b. If the City's audit shows that Grantee has underpaid the franchisee fee by five percent (5%) or more in any one year, Grantee shall reimburse City for the cost of the audit, and in addition to paying any underpayment, pay interest specified in this agreement from the original due date. All payments shall be made within sixty (60) days of delivery to Grantee of the audit results.

SECTION 12. INTERFERENCE WITH RIGHTS OF WAY

Grantee shall locate and maintain all its facilities so that they do not unreasonably interfere with the use of rights of way. Grantee agrees to complete all construction in rights of way so as to minimize disruption of the right of way and utility service and without interfering with other public and private property. Grantee agrees that it will not conduct any work in a right of way during a moratorium on right of way work, except as permitted by the City in case of an emergency.

SECTION 13. CONSTRUCTION PERMIT

Except when work is necessary during an emergency or to remedy an immediate risk of harm to persons or property, Grantee shall obtain a construction permit prior to engaging in any construction or installation activities within a City right of way and shall comply with all permit terms. When Grantee has engaged in work of an emergency nature or to remedy an immediate risk of harm to persons or property, Grantee shall apply for and obtain a permit for this work within fourteen days of the completion of such work. Grantee shall designate a Construction Manager who can respond to any requests by the City and order changes or modifications as necessary for each project. The City shall promptly respond to Grantee's requests for permits.

SECTION 14. FACILITIES

Grantee shall install, construct, operate and maintain its facilities in City rights of way in accordance with all applicable federal, state and local statutes, codes, ordinances, rules and regulations. Grantee agrees not to place any of its facilities on or in any City trench, conduit, box or similar equipment without a separate agreement from the City authorizing such placement.

SECTION 15. AS BUILT DRAWINGS

Subject to the confidentiality limitations of this section, Grantee shall provide City with available maps of the location of its facilities and operational data requested by the City. The Grantee shall also provide as-built plans for those portions of the system that are added to or modified during the year.

These records are submitted in confidence, and the City will keep those records in confidence and not allow others to view or copy them. The City agrees to keep the documents confidential and to take the position that they are exempt from public disclosure. The City shall limit access to the as-built drawings to City employees or City contractors with a need to know where the Grantee's facilities are located and shall review the as-built drawings only as necessary to plan City projects, coordinate the use of the rights of way, and to protect the public health and safety.

SECTION 16. RESTORATION OF RIGHTS OF WAY

When Grantee or those acting on its behalf work in or affecting a right of way or City property, the Grantee shall promptly, at its own expense, restore the right of way or other City property, to good order and condition unless otherwise directed by the City.

If weather or other conditions do not permit the complete restoration required by this section, the Grantee shall temporarily restore the affected rights of way or property. Such temporary restoration shall be at the Grantee's sole expense and the Grantee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration. Any corresponding medication to the construction schedule may be subject to approval by the City.

If Grantee fails to restore rights of way or property to good order and condition, the City shall give Grantee written notice and provide the Grantee a reasonable period of time not exceeding fourteen (14) days to restore the rights of way or property. If the work of the Grantee creates a public safety hazard as determined by the City Engineer, Grantee may be required to repair or restore the rights of way within 24 hours. If, after said notice, the Grantee fails to restore the rights of way or property to as good a condition as existed before the work was undertaken, the City shall cause such restoration to be made at the expense of the Grantee.

Grantee or other person acting in its behalf shall use suitable barricades, flags, flagging attendants, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such rights of way or property.

All such work shall be done in strict compliance with the rules, regulations, ordinances or orders which may be adopted from time to time during the continuance of this franchise by the City Council or City Engineer or as may be otherwise provided by law. The City shall have the right to fix a reasonable time within which such repairs and restoration shall be completed and upon failure of such repairs and restoration being made by Grantee, city shall cause such repairs to be made at the expense of Grantee.

SECTION 17. CONSTRUCTION COORDINATION

Grantee agrees to make a good faith effort to coordinate construction schedules with the City and other uses of City rights of way. Grantee's coordination efforts shall include, but not be limited to:

- a. By January 1 of each year, Grantee shall provide the City with a schedule of its known proposed construction activities in, around, and potentially affecting the public rights of way. Grantee shall inform the City of any additional proposed construction activities as these activities become known and are scheduled.
- b. Meeting with the City once per calendar year upon request of the City Engineer to schedule and coordinate work.
- c. Complying with reasonable directives of the City Engineer or designee on the coordination of construction projects.
- d. Whenever the City shall excavate or perform any work in any right of way or public place, or shall contract for such excavation or work, and that work may disturb Grantee's gas facilities, the City shall, in writing, notify Grantee sufficiently in advance of such contemplated excavation or work to enable Grantee to take such measures as may be deemed necessary to protect its gas facilities from damage and possible inconvenience or injury to the public. In any such case, the Grantee, upon request, shall furnish maps or drawings to the City showing the approximate location of all its gas facilities in the area involved in the excavation or other work. The City shall treat any such map or drawing as confidential, subject to the provisions of state law and the Oregon Public Records Law.

SECTION 18. RELOCATION OR REMOVAL

Grantee shall temporarily or permanently remove, relocate, change or alter the position of any facility within the public right of way when requested to do so in writing by the City Manager or City Engineer. The removal, relocation, change or alteration is needed because of construction, repair, maintenance or installation of public improvements or other operations of the City within the right of way or is in the public interest. In the event that the removal, relocation, change or alteration is needed to accommodate private development or other private use of the right of way, the developer or other private party requiring the action shall be responsible for the cost of removal, relocation, change or alteration. Construction of public improvements by a private party within the right of way as a condition of City approval shall be considered installation of public improvements of the City if the improvement is not needed to provide service to the private party. In the event of a dispute as to whether the removal, relocation, change or alteration is a public improvement or accommodates private development, the dispute shall be referred to the City Manager, whose decision shall be final and binding. The Grantee shall be under no obligation to remove, relocate, change or alter its facilities to

benefit a private party unless the private party pays a deposit for costs to Grantee. The City shall specify in the written notice the amount of time for removal, relocation, change or alteration. Nothing in this provision prevents the Grantee from reaching an agreement with a private party as to apportionment of the cost of relocation, removal, change or alteration. In the event of an emergency, the Grantee shall take action as needed to resolve the emergency, and the City may use any form of communication to direct the Grantee to take actions in an emergency to protect the public safety, health and welfare.

SECTION 19. DISCONTINUANCE OR REMOVAL OF FACILITIES

When Grantee plants to discontinue any use of any line or facility, the Grantee shall submit a plan for discontinuance to the City. The plan may provide for removal of discontinued facilities or for abandonment in place. The City Engineer shall review the plan and issue an order to Grantee specifying which facilities are to be removed and which may be abandoned in place. The order shall establish a schedule for removal. The Grantee shall remain responsible for all facilities until they are removed.

Within thirty (30) days written notice to do so from the City, or such other reasonable period of time agreed to by the parties, the Grantee shall, at its own expense, remove unauthorized facilities and restore the right of way. The City shall exercise good faith in considering a longer period of time for removing unauthorized facilities, and shall consider the size of the project and the available resources of the Grantee. A facility that the City Engineer has approved to be abandoned in place is not an unauthorized facility. A system or facility is unauthorized under the following circumstances:

- a. The system or facility is outside the scope of authority granted by this agreement.
- b. The system or facility has been abandoned and the City Engineer has not authorized abandonment in place.
- c. The facility is improperly constructed or installed or in a location not permitted by this agreement.

If Grantee fails to remove any facility when required to do so under this agreement, the City may remove the facility and the Grantee shall reimburse the City for the full cost of the removal and any administrative costs incurred by the City in removing the facility and obtaining reimbursement.

SECTION 20. TERMINATION

- A. *By City.* The City may terminate this agreement upon one year's written notice to NW Natural in the event that the City decided to provide natural gas to customers throughout the City.

- B. *By City for Nonpayment.* City may terminate this agreement and NW Natural's franchise if NW Natural fails to pay the franchise fee. The City shall provide 30 days' notice of termination prior to any termination for non-payment. The agreement shall not be terminated if NW Natural pays the full amount, including interest, within 30 days of the notice.
- C. *By City for Cause.* If NW Natural ceases to maintain its facilities and the lack of maintenance increases the risk of personal injury or property damage, the City may terminate this agreement by providing NW Natural 30 days' notice of termination. The agreement shall not be terminated if NW Natural restores its facilities to the satisfaction of the City within 30 days of the notice.

SECTION 21. VACATION OF RIGHT OF WAY

Whenever the City vacates any right of way for the convenience or benefit of any person or government agency or instrumentality, NW Natural's rights under this agreement shall be preserved as to any of its facilities then existing in the right-of-way if reasonably practicable. To the extent NW Natural's rights in the right of way cannot be preserved, City shall attempt to provide an acceptable alternative right of way for the location of NW Natural's facilities. If the City is unable to provide an acceptable alternative location, NW Natural may be responsible for purchasing an easement for its use outside existing City right of way. If NW Natural's facilities must be relocated from a vacated right of way, the petitioners of such vacation, unless in support of a public project, shall bear the costs of relocating the facilities. Upon receipt of a notice of an petition for vacation, NW Natural shall as soon as practicable investigate and advise the City and petitioners in writing whether the facilities must be relocated, the estimated costs of relocation and the time needed for this relocation.

SECTION 22. CITY'S RIGHT TO USE NW NATURAL FACILITIES

NW Natural shall permit City, without charge, to run wires or place equipment in NW Natural trenches for municipal purposes subject to the limitations of pipeline safety requirements. The City shall indemnify and hold NW Natural harmless from loss or damage resulting from the City's wires and equipment.

SECTION 23. SCOPE OF RIGHT GRANTED

This agreement grants NW Natural the right to place gas transmission facilities and related facilities in the right of way and to operate those facilities. It does not give NW Natural the right to place other resources or facilities in the right of way.

SECTION 24. EFFECT OF INVALIDITY OF A PORTION OF THIS AGREEMENT

If any section, subsection, sentence, clause, phrase, or other portion of this ordinance is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction,

all portions of the agreement that are not held to be invalid or unconstitutional shall remain in effect until the contract is terminated or expired. After any declaration of invalidity or unconstitutionality of a portion of this agreement, either party may demand that the other party meet to discuss amending the agreement to adjust the relationship of the parties to conform to their original intent in entering into this agreement. If the parties are unable to agree on a revised franchise agreement within 90 days after a portion of the agreement is found to be invalid or unconstitutional, either party may terminate the agreement on 180 days' notice to the other party.

CITY OF TIGARD
OREGON, a Municipal Corporation

By: _____
Mayor Craig Dirksen

ATTEST: _____
Jane McGarvin
Deputy City Recorder

DATE: _____

GRANTEE

BY: _____

TITLE: _____

DATE: _____

AGENDA ITEM # 7
FOR AGENDA OF July 13, 2004

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE A Resolution to Reconstitute the Transportation Financing Strategies Task Force

PREPARED BY: A.P. Duenas DEPT HEAD OK A.P. Duenas CITY MGR OK W.A.

ISSUE BEFORE THE COUNCIL

A resolution reconstituting the Transportation Financing Strategies Task Force to explore feasible funding strategies for major transportation improvements, present recommendations to City Council, and assist in the development and implementation of those strategies.

STAFF RECOMMENDATION

Staff recommends that Council pass the attached resolution reconstituting the Task Force.

INFORMATION SUMMARY

The Transportation Financing Strategies Task Force was created by City Council Resolution No. 01-06 to explore feasible funding strategies for implementing transportation improvements and to assist in the development and implementation of those strategies. The Task Force began meeting in April 2001 and subsequently recommended implementation of a Street Maintenance Fee to address street maintenance needs in the City. That fee has been adopted by Council and is now in effect.

The Task Force needs to continue with the task of evaluating funding strategies for major street improvements. Some of the members of the original Task Force will no longer be able to serve on the Task Force. In addition, increased representation from the business community would be desirable to ensure that the business perspective is provided as the process continues. The resolution presented for Council consideration would reconstitute the Task Force to delete some members and add new members to continue this vital work.

The Tigard Chamber of Commerce has been invited to provide a representative from the business community but has not provided a representative to date. Washington Square Mall management has also been invited to provide a representative, but has replied that they will seek a representative from the Westside Economic Alliance to serve on the Task Force. If these groups do wish to participate at some point in the future, additional members would be added by resolution.

OTHER ALTERNATIVES CONSIDERED

None

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

The Task Force recommendation for creation of a Street Maintenance Fee provides a stable source of revenue for timely maintenance of the public street infrastructure and thereby meets the Tigard Beyond Tomorrow goal of *Improve Traffic Safety*. The establishment of the Street Maintenance Fee and any new funding sources recommended by the Task Force would meet the goal of *Identify and Develop Funding Resources*.

ATTACHMENT LIST

- Resolution
- Exhibit A to the Resolution – Reconstituted Transportation Financing Strategies Task Force Membership (Effective July 13, 2004)

FISCAL NOTES

The Task Force will be charged with evaluating and recommending strategies to provide funding for major transportation improvements. Any new funding sources established through the Task Force recommendations and City Council action would be made available for those improvements through the City's Capital Improvement Program.

CITY OF TIGARD, OREGON

RESOLUTION NO. 04-

A RESOLUTION TO RECONSTITUTE THE TRANSPORTATION FINANCING STRATEGIES TASK FORCE TO EXPLORE FEASIBLE FUNDING STRATEGIES FOR MAJOR TRANSPORTATION IMPROVEMENTS, PRESENT FINDINGS, PROVIDE RECOMMENDATIONS TO CITY COUNCIL ON THOSE STRATEGIES THAT SHOULD BE FURTHER PURSUED, AND ASSIST IN THE DEVELOPMENT AND IMPLEMENTATION OF THOSE STRATEGIES.

WHEREAS, the Transportation Financing Strategies Task Force was created by City Council Resolution No. 01-06 to explore feasible funding strategies for implementing transportation improvements and to assist in the development and implementation of those strategies; and

WHEREAS, the Task Force began meeting in April 2001 and subsequently recommended implementation of a Street Maintenance Fee to address street maintenance needs in the City; and

WHEREAS, City Council established the Street Maintenance Fee by Ordinance No. 3-10 on November 18, 2003 and approved the rates to be charged by Resolution No. 04-12 on February 24, 2004; and

WHEREAS, the Tigard Transportation System Plan adopted in 2002 identified a wide variety of transportation-related projects that need to be completed to address the current and future transportation demands; and

WHEREAS, the Task Force must continue with the task of evaluating new funding sources to design and construct some of these critically needed projects; and

WHEREAS, some members of the Task Force will no longer be able to continue with that work; and

WHEREAS, additional members will need to be added to the Task Force to provide increased representation from the business community; and

WHEREAS, the mission for the reconstituted task force conforms to the Tigard Beyond Tomorrow Transportation and Traffic goal and strategy of examining current and possible new sources of funding for major transportation improvements.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The Transportation Financing Strategies Task Force is hereby reconstituted to continue with the evaluation of feasible funding sources for major transportation improvements. Its membership shall consist of those individuals listed on the attached Exhibit "A."

SECTION 2: The mission of the Task Force is to:

- (1) Explore feasible funding strategies for design and construction of major transportation improvements and develop recommendations for presentation to City Council; and
- (2) Report to City Council the Task Force findings and recommendations on the funding strategies that should be further pursued together with the public process necessary to develop and implement those strategies; and
- (3) Based on Council direction, spearhead efforts to further develop and implement strategies with the goal of providing funding for key transportation improvements.

SECTION 3: The Task Force shall provide progress reports to City Council every quarter.

SECTION 4: The City Engineer shall be assigned as staff liaison to the Task Force. Other City staff shall be used to support the Task Force activities as deemed necessary throughout the entire process.

SECTION 5: The reconstituted Task Force shall select a chair to preside over the meetings. The Task Force shall operate under Roberts Rules of Order. All meetings shall be noticed and conducted in accordance with the State of Oregon public meetings law. A quorum consisting of at least 5 members shall be required for the Task Force to meet. Minutes shall be recorded at every official meeting of the Task Force.

SECTION 6: The need for continuation of the Task Force shall be evaluated one year after reconstitution. The Task Force mission shall be deemed accomplished after City Council is satisfied that the mission of the Task Force has been accomplished. Task Force deactivation or reconstitution shall be by resolution at that time.

SECTION 7: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2004.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

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EXHIBIT A

RECONSTITUTED TRANSPORTATION FINANCING STRATEGIES TASK FORCE MEMBERSHIP

Effective July 13, 2004

Beverly Froude

Paul Owen

Cam Gilmour

Nick Wilson (Council President)

Joe Schweitz

Gretchen Buehner (Planning Commission Representative)

Oregon Grocery Association

Joe Gilliam (Primary)

Dan Floyd (Alternate)

Basil Christopher

Steve Clark

AGENDA ITEM # 8
FOR AGENDA OF July 13, 2004

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE A Resolution Commending the Transportation Financing Strategies Task Force Members for a Job Well Done

PREPARED BY: A.P. Duenas DEPT HEAD OK A.P. Duenas CITY MGR OK W.A.

ISSUE BEFORE THE COUNCIL

A resolution submitted for Council consideration to acknowledge the accomplishments of the Transportation Financing Strategies Task Force, to declare this phase of the Task Force work as completed, and to commend the Task Force members for a job well done.

STAFF RECOMMENDATION

Staff recommends that Council pass the attached resolution.

INFORMATION SUMMARY

The Transportation Financing Strategies Task Force was created by City Council Resolution No. 01-06 to explore feasible funding strategies for implementing transportation improvements and to assist in the development and implementation of those strategies. The Task Force began meeting in April 2001 and subsequently recommended implementation of a Street Maintenance Fee to address street maintenance needs in the City. That fee has been adopted by Council and is now in effect.

The Task Force needs to continue with the task of evaluating funding strategies for major street improvements. Some of the members of the original Task Force will no longer be able to serve on the Task Force. In addition, increased representation from the business community would be desirable to ensure that the business perspective is provided as the process continues. The Task Force will be reconstituted to drop some members and add new members before continuing with the work.

It therefore seems like an appropriate time to conclude the work of the original Task Force and thank the members that served during the past three years for their accomplishments to date. The Task Force will be reconstituted by separate resolution.

OTHER ALTERNATIVES CONSIDERED

None

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

The Task Force recommendation for creation of a Street Maintenance Fee provides a stable source of revenue for timely maintenance of the public street infrastructure and thereby meets the Tigard Beyond Tomorrow goal of *Improve Traffic Safety*. The establishment of the Street Maintenance Fee also meets the goal of *Identify and Develop Funding Resources*.

ATTACHMENT LIST

- Resolution
- Exhibit A to the Resolution – Transportation Financing Strategies Task Force Membership (February 2001 to July 2004)

FISCAL NOTES

The Street Maintenance Fee recommended by the Task Force and established by City Council should provide approximately \$800,000 in new revenue annually to address the City's street maintenance needs.

CITY OF TIGARD, OREGON

RESOLUTION NO. 04-

A RESOLUTION TO ACKNOWLEDGE THE ACCOMPLISHMENTS OF THE TRANSPORTATION FINANCING STRATEGIES TASK FORCE, TO DECLARE THIS PHASE OF THE TASK FORCE WORK AS COMPLETED, AND TO COMMEND THE TASK FORCE MEMBERS FOR A JOB WELL DONE.

WHEREAS, the Transportation Financing Strategies Task Force was created by City Council Resolution No. 01-06 to explore feasible funding strategies for implementing transportation improvements and to assist in the development and implementation of those strategies; and

WHEREAS, the Task Force began meeting in April 2001 and subsequently recommended implementation of a Street Maintenance Fee to address street maintenance needs in the City; and

WHEREAS, the Task Force provided ample opportunities for input from citizens and the business community and conducted a series of public meetings to obtain this input prior to implementation of the Street Maintenance Fee; and

WHEREAS, the Task Force met with the Oregon Grocery Association and other interested groups and citizens to establish a Street Maintenance Fee that would be fair to businesses and individual citizens; and

WHEREAS, City Council established the Street Maintenance Fee by Ordinance No. 3-10 on November 18, 2003 and approved the rates to be charged by Resolution No. 04-12 on February 24, 2004; and

WHEREAS, the Task Force will be reconstituted to continue the task of evaluating new funding sources for major street improvements; and

WHEREAS, some members of the Task Force will no longer be able to continue with that work; and

WHEREAS, additional members will be added to the Task Force to provide increased representation from the business community.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The City Council declares this phase of the Task Force work completed and will appoint a reconstituted Task Force to continue to explore and evaluate new funding sources for major street improvements.

SECTION 2: The City Council hereby commends the Task Force members listed on the attached Exhibit "A" for a job well done and thanks them for the dedication, perseverance, time, effort and work that they have provided during the past three years.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2004.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

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EXHIBIT A

TRANSPORTATION FINANCING STRATEGIES TASK FORCE MEMBERSHIP

(February 2001 to July 2004)

Beverly Froude (Chair)

Paul Owen (Vice Chair)

Cam Gilmour

Craig Dirksen (Mayor)

Brian Moore (Councilor)

Joe Schweitz

Glenn Mores (Planning Commission Representative)

John Olsen (Planning Commission Representative)

Steve Clark

AGENDA ITEM # 9
FOR AGENDA OF 07-13-04

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE National Night Out

PREPARED BY: Jim Wolf – Public Information Officer DEPT HEAD OK WJW CITY MGR OK WJW

ISSUE BEFORE THE COUNCIL

Information to Council and community on the second annual National Night Out

STAFF RECOMMENDATION

None – information only

INFORMATION SUMMARY

Tigard Police will once again be participating in National Night Out. National Night Out is a nationwide event whereby over 34 million people across the country are expected to join forces to promote police – community partnerships: crime, drug and violence prevention; safety and neighborhood unity. The event is taking place on the evening of Tuesday, August 3rd.

Last year, Tigard's first ever involvement, was very successful. Over 32 neighborhoods hosted some type of community building event such as a block party, cook out ice cream social, etc., in efforts to "give crime and drugs a going away party." Plans are underway this year to increase the neighborhood participation in efforts to further solidify the importance of neighbors working together to create safer neighborhoods and reducing opportunity for crime.

OTHER ALTERNATIVES CONSIDERED

None

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Expand the "Neighborhood Watch" program in Tigard

ATTACHMENT LIST

none

FISCAL NOTES

No cost. Each neighborhood provides for their celebration.

**CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY**

ISSUE/AGENDA TITLE: Vacation of an approximately 4,387 square foot portion of public right-of-way commonly known as SW 72nd Avenue (VAC2004-00001).

PREPARED BY: Mathew Scheidegger **DEPT HEAD OK** [Signature] **CITY MGR OK** [Signature]

ISSUE BEFORE THE COUNCIL

Should the City Council vacate an approximately 4,387 square foot portion of public right-of-way commonly known as SW 72nd Avenue?

STAFF RECOMMENDATION

It is recommended that the City Council vacate the requested 4,387 square foot portion of public right-of-way commonly known as SW 72nd Avenue.

INFORMATION SUMMARY

In the City vacation process, there are two ways of initiating the vacation of streets, easements and other public dedicated areas. An applicant may file a vacation petition with the City Council, which initiates a vacation by passing a Resolution to schedule a formal public hearing to consider such requests. The second option is for an applicant to file a petition with the Planning Commission requesting a vacation. This requires signatures of all abutting property owners and of the owners of two-thirds of the properties affected by the vacation. The Planning Commission then makes a recommendation to the City Council based on compliance with the Comprehensive Plan. The applicant has asked the City Council to initiate vacation proceedings. The Council initiated the proceedings on May 11th, 2004.

The portions of SW 72nd Avenue that have been requested to be vacated are to the southwest of the Borders/Bed Bath and Beyond commercial center. The reason for the vacation request is for the realignment of SW 72nd Avenue in connection with the relocation of the Bridgeport Village restaurant and the Bridgeport Village (Durham Quarry) commercial center. The applicant, Opus Northwest has received Site Development Review (SDR) for a new access into the Borders/Bed Bath and Beyond commercial center (SDR2003-00017) in conjunction with the relocation of the Bridgeport Village restaurant. The approval of the SDR has been conditioned upon the successful completion of the requested vacation.

The majority of the land underlying the former right-of-way is within the jurisdiction of the City of Tualatin. However, three small segments (0.1 acres total) are subject to Tigard's jurisdiction.

With the successful vacation of the requested right-of-way, the subject square footage would be incorporated into adjoining parcels within the City of Tigard.

OTHER ALTERNATIVES CONSIDERED

Take no action at this time.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Not applicable.

ATTACHMENT LIST

- Attachment 1: **Proposed Ordinance**
 Exhibit A-1, A-2, A-3 (Legal Descriptions)
 Exhibit B-1, B-2, B-3 (Plat Maps)
- Attachment 2: **Letter Requesting Initiation of the Vacation**
- Attachment 3: **Vicinity Map**

FISCAL NOTES

There are no direct fiscal impacts as a result of this request as all fees will be paid by the applicant from their deposit.

CITY OF TIGARD, OREGON

ORDINANCE NO. 04-

AN ORDINANCE CONCERNING THE VACATION OF AN APPROXIMATELY 4,387 SQUARE FOOT PORTION OF PUBLIC RIGHT-OF-WAY BETTER KNOWN AS SW 72nd AVENUE WHICH LIES TO THE SOUTHWEST OF THE BORDERS/BED BATH AND BEYOND COMMERCIAL CENTER, IN THE CITY OF TIGARD, WASHINGTON COUNTY, OREGON (VAC2004-00001), AND DECLARING AN EMERGENCY.

WHEREAS, the Tigard City Council initiated this vacation request pursuant to Section 15.08.040 of the Tigard Municipal Code on May 11th, 2004, and has been recommended by the Community Development Department; and

WHEREAS, the approximate 4,387 square foot portion of the public right-of-way had previously been dedicated to the public; and

WHEREAS, the applicant has requested that the City of Tigard vacate an approximate 4,387 square foot portion of public right-of-way as described in **Exhibits "A-1, A-2, A-3"** and shown in **Exhibits "B-1, B-2, B-3"** better known as SW 72nd Avenue; and

WHEREAS, the said portion of public right-of-way is no longer necessary because of the realignment of SW 72nd Avenue in conjunction with the new Bridgeport Village commercial center; and

WHEREAS, the City will no longer have maintenance responsibility of this area; and

WHEREAS, all affected service providers, including utility companies and emergency service providers, have reviewed the vacation proposal and have provided no objections, provided the existing 50-foot-wide utility easement is extended to cover utility lines within the vacated area; and

WHEREAS, notice has been mailed to all property owners abutting said vacation area and all owners in the affected area, as described by ORS 271.080; and

WHEREAS, in accordance with Tigard Municipal Code 15.08.120, notice of the public hearing was posted in the area to be vacated and published in the newspaper; and

WHEREAS, the property owners of the majority of the area affected have not objected in writing; and

WHEREAS, the City Council having considered the request on July 13, 2004, finds that it is in the public interest to approve the request to vacate said public right-of-way as the public interest will not be prejudiced by this vacation, as provided by ORS 271.120 and TMC Section 15.08.130; and

WHEREAS, the vacation of said public right-of-way is imperative to the success of the redevelopment of the Durham Quarry site for the mixed-use "Bridgeport Village" project.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: The Tigard City Council hereby orders the vacation of said 4,387 square foot portion of public right-of-way as shown and described in the attached **Exhibits "A" and "B"** (legal descriptions and maps of the areas to be vacated), and by this reference, made part thereof.

SECTION 2: An emergency is declared as the redevelopment of the Village Inn restaurant is contingent upon the realignment of SW 72nd Avenue and the relocation of the Village Inn restaurant in a prompt manner to enable the Village Inn to reopen at the earliest date possible; and the street vacation approved herein is necessary to accommodate the realignment and relocation of these facilities; therefore, this ordinance shall take effect immediately upon passage.

PASSED: By _____ vote of all Council members present after being read by number and title only, this _____ day of _____, 2004.

Jane McGarvin, Deputy City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2004.

Craig Dirksen, Mayor

Approved as to form:

City Attorney

Date



3300 NW 211th Terrace
Hillsboro, OR 97124
P 503.858.4242
F 503.645.5500
www.ldcdesign.com

"AREA NO. 6"
Legal Description

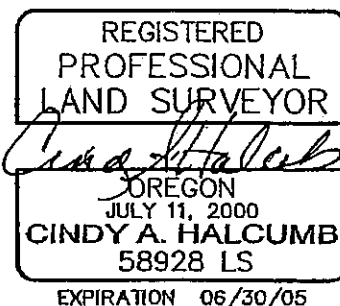
March 15, 2004

A portion of the Northeast $\frac{1}{4}$ of Section 13, Township 2 South, Range 1 West, Willamette Meridian, County of Washington, State of Oregon, being more particularly described as follows:

Commencing at the 2-Inch Brass Disk marking the East $\frac{1}{4}$ Corner of Section 13, Township 2 South, Range 1 West, Willamette Meridian; thence along the North line of the Southeast $\frac{1}{4}$ of said Section 13, N88°50'31"W, 1300.21 feet to the True Point of Beginning; thence continuing along said line, N88°50'31"W, 47.81; thence leaving said line, along a line parallel with and 20.00 feet distant and Westerly from the Centerline of S.W. 72nd Avenue, N01°39'53"E, 27.25 feet; thence leaving said line, along the arc of a 35.00 foot radius non-tangent curve concave to the Southwest, through a Central angle of 41°46'45" (Chord bears S71°21'03"E, 24.96 feet) a distance of 25.52 feet to a point of tangency; thence S50°27'42"E, 25.83 feet to a point of curvature; thence along the arc of a 18.00 foot radius curve concave to the Southwest, through a Central angle of 16°18'44" (Chord bears S42°18'26"E, 5.11 feet) a distance of 5.12 feet to the North line of the Southeast $\frac{1}{4}$ of said Section 13 and the True Point of Beginning.

Containing 846 Square Feet (0.019 Acres).

The Basis of Bearings is S88°50'31"E along the North line of the Southeast $\frac{1}{4}$ of Section 13, Township 2 South, Range 1 West, Willamette Meridian per Survey Number 29,487.





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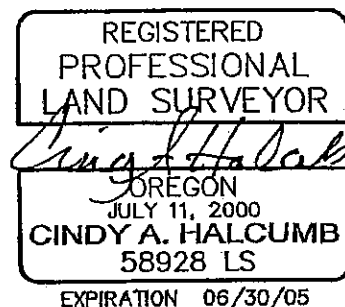
"AREA NO. 9"**March 15, 2004***Legal Description*

A portion of the Northeast ¼ of Section 13, Township 2 South, Range 1 West, Willamette Meridian, County of Washington, State of Oregon, being more particularly described as follows:

Commencing at the 2-Inch Brass Disk marking the East ¼ Corner of Section 13, Township 2 South, Range 1 West, Willamette Meridian; thence along the South line of the Northeast ¼ of said Section 13, N88°50'31"W, 1282.84 feet; thence leaving said line, N01°09'29"E, 20.00 feet to the Southwest Corner of that Tract of Land described in deed to Bridgeport Land LLC, recorded in Document Number 97061240, Washington County Deed Records; thence along the West line of said Tract of Land, N01°39'53"E, 35.80 feet to the True Point of Beginning; thence leaving said line, N50°27'42"W, 26.77 feet to a point of curvature; thence along the arc of a 35.00 foot radius curve concave to the East, through a Central angle of 75°14'47" (Chord bears N12°50'18"W, 42.73 feet) a distance of 45.97 feet to a point of reverse curvature; thence along the arc of 471.00 foot radius curve concave to the Northwest, through a Central angle of 13°57'54" (Chord bears N17°48'09"E, 114.52 feet) a distance of 114.80 feet to the West line of said Bridgeport Land LLC Tract of Land; thence along said line, S01°39'53"W, 167.81 feet to the True Point of Beginning.

Containing 2,965 Square Feet (0.068 Acres).

The Basis of Bearings is S88°50'31"E along the South line of the Northeast ¼ of Section 13, Township 2 South, Range 1 West, Willamette Meridian per Survey Number 29,487.





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"AREA NO. 25"
Legal Description

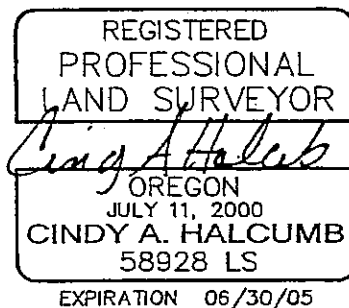
February 15, 2004

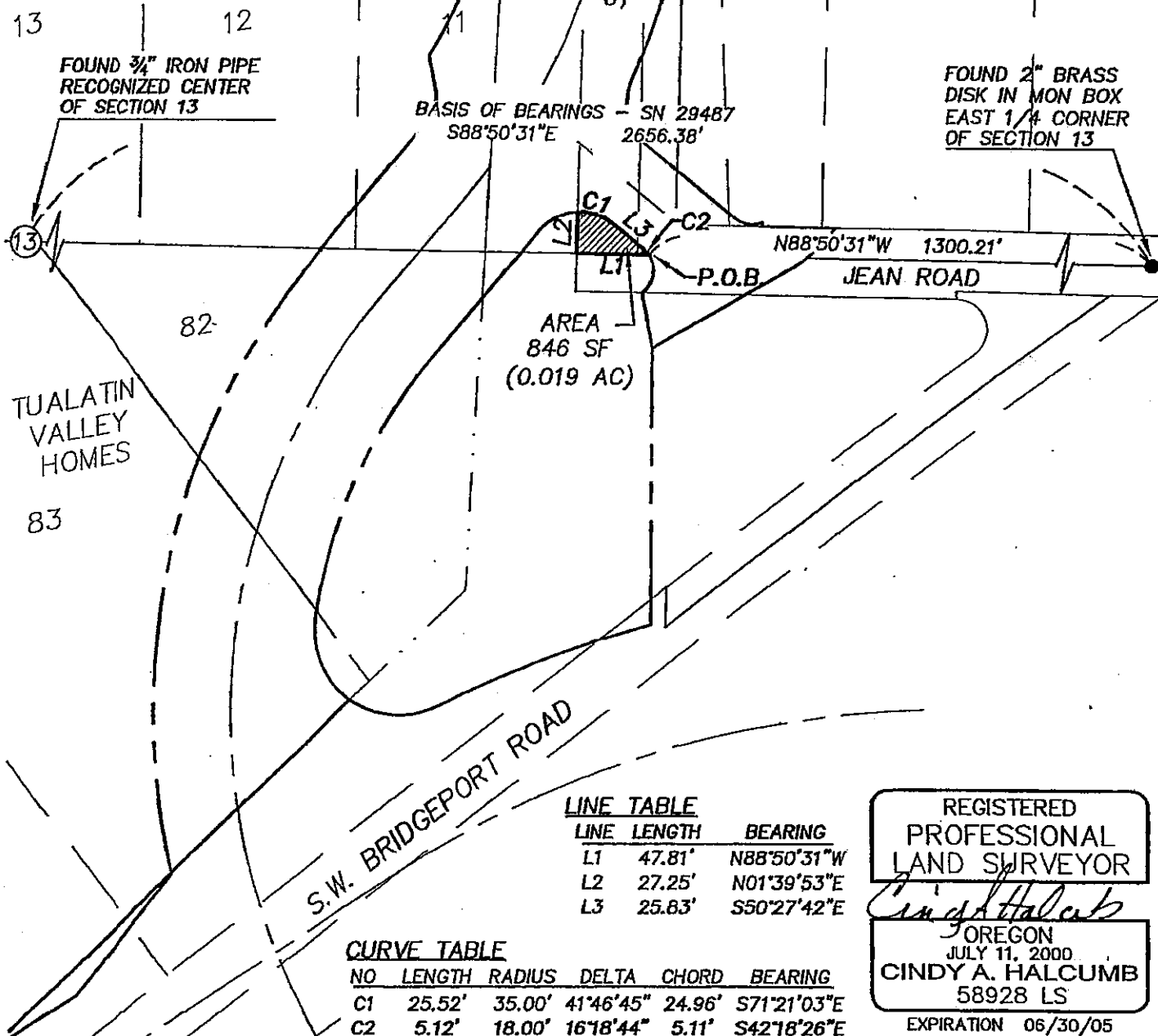
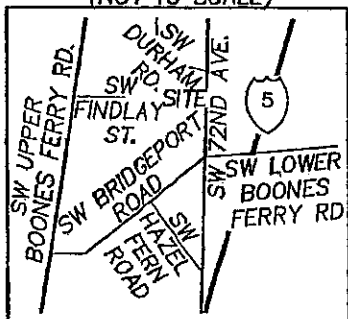
A portion of the Northeast $\frac{1}{4}$ of Section 13, Township 2 South, Range 1 West, Willamette Meridian, County of Washington, State of Oregon, being more particularly described as follows:

Commencing at the 2-Inch Brass Disk marking the East $\frac{1}{4}$ Corner of Section 13, Township 2 South, Range 1 West, Willamette Meridian; thence along the North line of the Southeast $\frac{1}{4}$ of said Section 13, N88°50'31"W, 1348.02 feet to the True Point of Beginning; thence continuing along said line, N88°50'31"W, 25.00; thence leaving said line, along a line parallel with and 45.00 feet distant and Westerly from the Centerline of S.W. 72nd Avenue, N01°39'53"E, 14.35 feet to a point of non-tangent curvature; thence leaving said line, along the arc of a 35.00 foot radius curve concave to the Southeast, through a Central angle of 47°34'30" (Chord bears N63°58'19"E, 28.23 feet) a distance of 29.06 feet to a point of non-tangency; thence along a line parallel with and 20.00 feet distant and Westerly from said Centerline, S01°39'53"W, 27.25 feet to the True Point of Beginning.

Containing 576 Square Feet (0.013 Acres).

The Basis of Bearings is S88°50'31"E along the North line of the Southeast $\frac{1}{4}$ of Section 13, Township 2 South, Range 1 West, Willamette Meridian per Survey Number 29,487.



VICINITY MAP
(NOT TO SCALE)

LINE TABLE

LINE	LENGTH	BEARING
L1	47.81'	N88°50'31"W
L2	27.25'	N01°39'53"E
L3	25.83'	S50°27'42"E

CURVE TABLE

NO	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	25.52'	35.00'	41°46'45"	24.96'	S71°21'03"E
C2	5.12'	18.00'	16°18'44"	5.11'	S42°18'26"E

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Cindy A. Halcumb
OREGON
JULY 11, 2000
CINDY A. HALCUMB
58928 LS

EXPIRATION 06/30/05

OPUS NORTHWEST
1000 SW BROADWAY, SUITE 1130
PORTLAND, OREGON 97205
(503) 916-8963

LDC Planners
Engineers
Surveyors
Design Group, Inc.
3300 N.W. 211TH TERRACE
HILLSBORO, OREGON 97124
PHONE: (503) 858-4242
FAX: (503) 845-5500
www.ldcdesign.com

DESIGN TITLE

AREA NO. 6
IN THE NORTHEAST 1/4 OF SECTION 13
T. 2S., R. 1W., W.M.
WASHINGTON COUNTY, OREGON

2751SAB.DWG

3/15/04

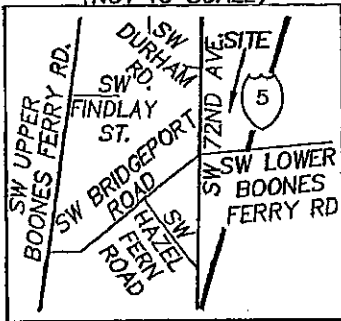
CAH

JOB NO.

2751

DRAWING NO.

1 of 1

VICINITY MAP
(NOT TO SCALE)

1"=100'

COUNCIL
VIEW ACRESFOUND 3/4" IRON PIPE
RECOGNIZED CENTER
OF SECTION 13R/W
RELINQUISHED
PER DOC. NO.
84034659BRIDGEPORT
LAND LLC
DOC. NO.
97061240FOUND 2" BRASS
DISK IN MON BOX
EAST 1/4 CORNER
OF SECTION 13

N50°27'42"W

26.77'

N01°39'53"E

35.80'

N01°09'29"E

20.00'

C2

C1

P.O.B.

S01°39'53"W

167.81'

AREA

2,965 SF

(0.068 AC)

(JEAN ROAD)

N88°50'31"W

1282.84'

BASIS OF BEARINGS - 29487
S88°50'31"E 2656.38'

S.W. BRIDGEPORT ROAD

CURVE TABLE

NO	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	45.97'	35.00'	75°14'47"	42.73'	N12°50'18"W
C2	114.80'	471.00'	13°57'54"	114.52'	N17°48'09"E

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2000
CINDY A. HALCUMB
58928 LS

EXPIRATION 06/30/05

OPUS NORTHWEST

1000 SW BROADWAY, SUITE 1130
PORTLAND, OREGON 97205
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DRAWING TITLE

AREA NO. 9
IN THE NORTHEAST 1/4 OF SECTION 13
T. 2S., R. 1W., W.M.
WASHINGTON COUNTY, OREGON

2751SAR.DWG

3/15/04

CAH

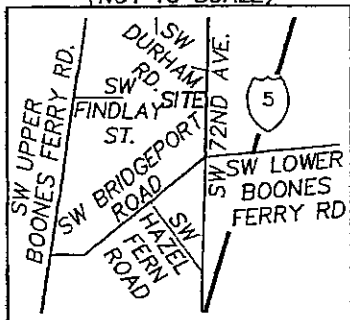
JOB NO.

2751

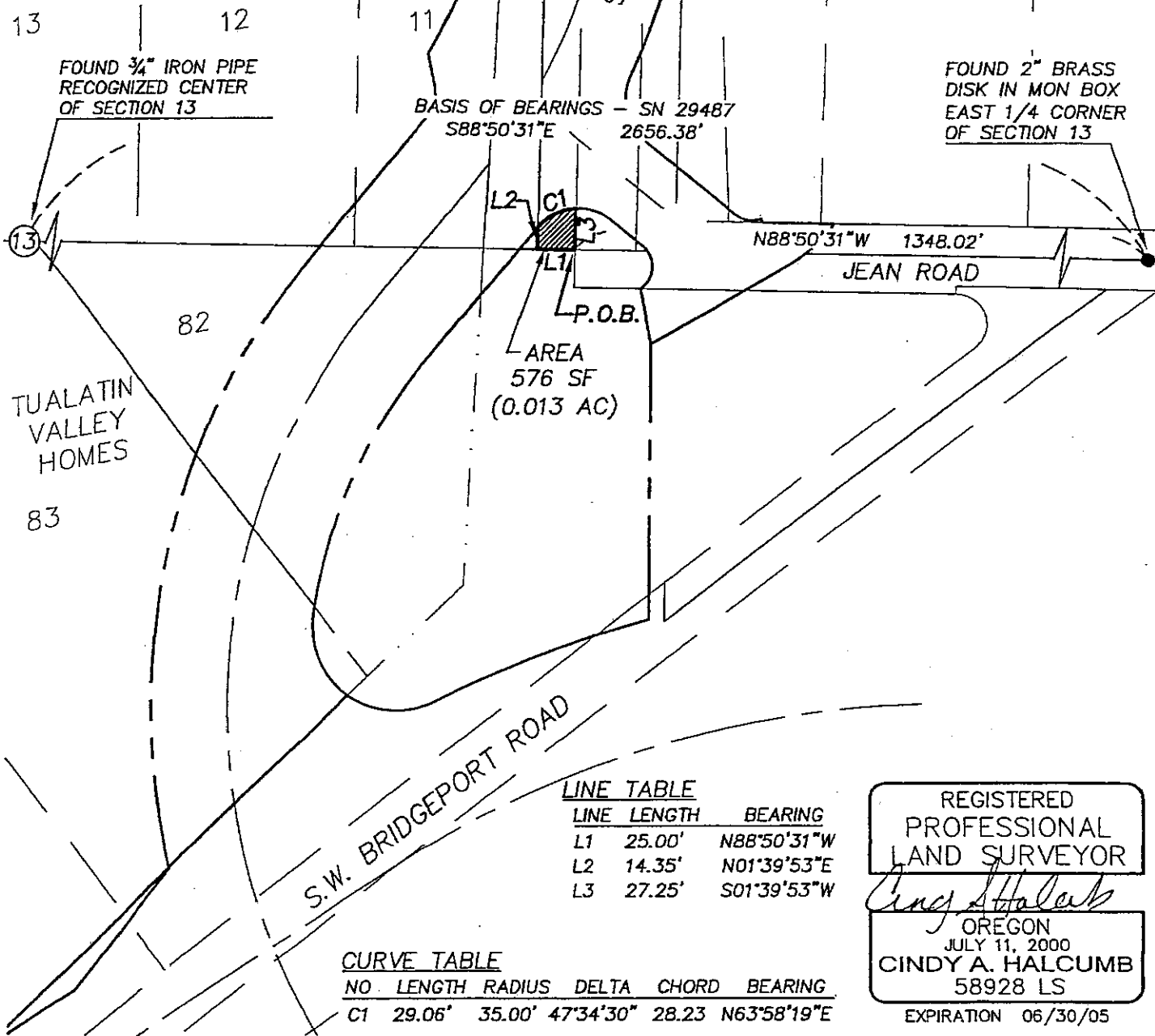
DRAWING NO.

1

OF 1

VICINITY MAP
(NOT TO SCALE)

1"=100'



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AREA NO. 25
IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 13
T. 2S., R. 1W., W.M.
WASHINGTON COUNTY, OREGON

2751SA25.DWG

2/15/04

CAH

2751

DRAWING NO.

1

OF 1

BALL JANIK LLP

A T T O R N E Y S

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PORTLAND, OREGON 97204-3219

www.balljanik.com

TELEPHONE 503-228-2525
FACSIMILE 503-295-1058KRISTIN UDVARI
ALSO ADMITTED IN WASHINGTON

kudvari@bjllp.com

March 17, 2004

RECEIVED C.O.T.
MAR 17 2004
Administration

BY MESSENGER

City Council
City of Tigard City Hall
13125 SW Hall Blvd.
Tigard, OR 97223Re: Request to Vacate Portions of Former SW 72nd Avenue Right-of-Way

Dear Council Members:


Ball Janik LLP represents Opus Northwest, L.L.C., one of the developers of Bridgeport Village. As part of the Bridgeport Village project, SW 72nd Avenue is being realigned, as depicted on the attached maps. Therefore, the land underlying the former route of SW 72nd Avenue should be vacated and conveyed to the appropriate property owners.

The majority of the land underlying the former right-of-way is within the jurisdiction of the City of Tualatin. However, the three small segments (0.1 acres total) depicted on the attached maps are subject to Tigard's jurisdiction. Therefore, pursuant to Tigard Municipal Code Section 15.08, Opus Northwest, L.L.C. hereby requests that the City Council initiate the vacation process for the portions of the former right-of-way of SW 72nd Avenue described in the attached legal descriptions. As required by TMC § 15.08, attached are legal

City of Tigard
March 17, 2004
Page 2

descriptions, maps showing the areas to be dedicated, and a check in the amount of \$1,709 for the application fee.

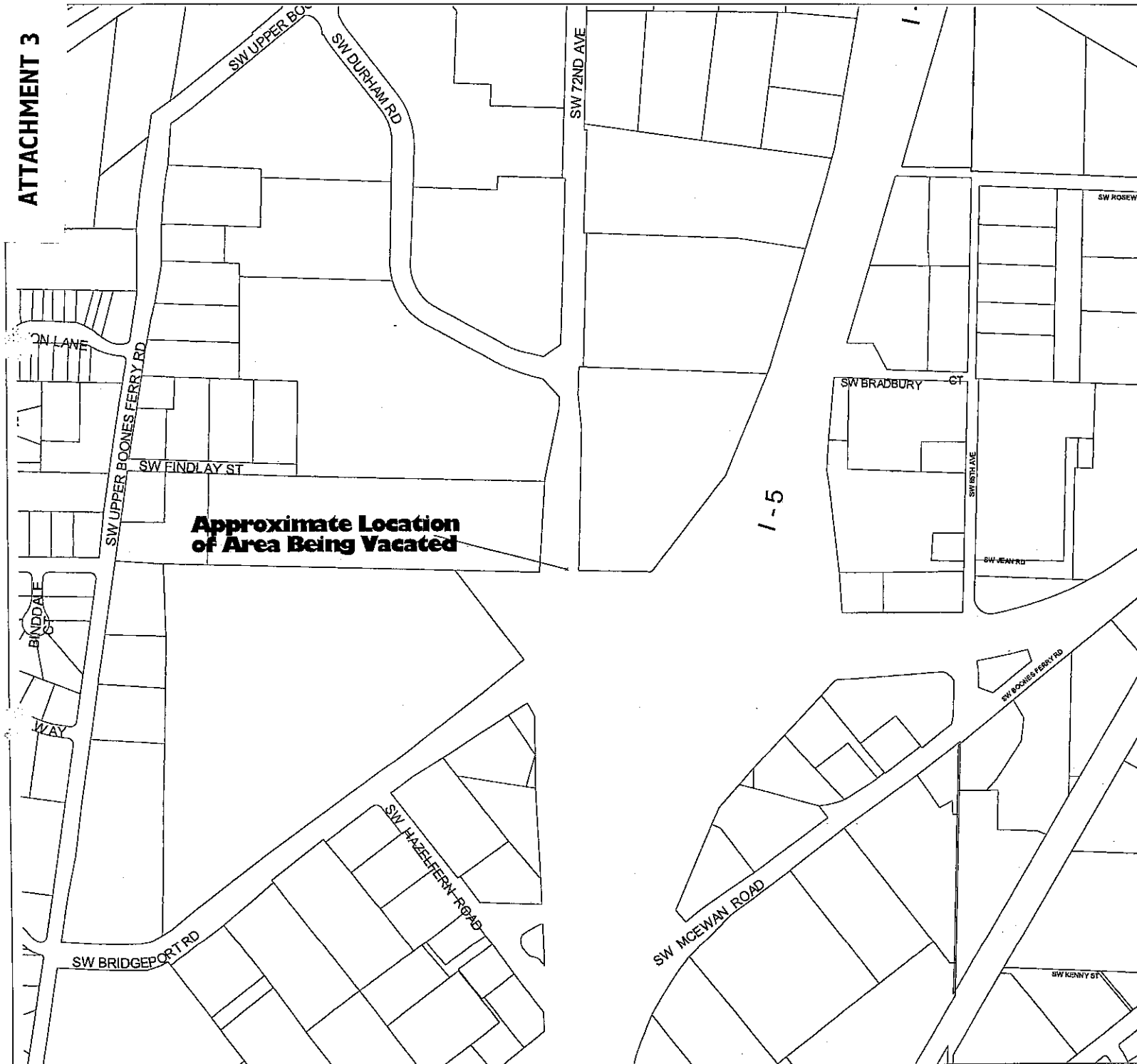
Sincerely,



Kristin Udvari

KU:jmm
Enclosures

cc: Mr. Matt Scheidegger, City of Tigard
Ms. Kim McMillan, City of Tigard
Mr. Greg Miller, Washington County
Mr. Ken Bauer, Washington County
Mr. Mike McKillip, City of Tualatin
Mr. Roger Hansen, ODOT
Mr. Bruce Wood, Opus Northwest, L.L.C.
Mr. Tom Parsons, Opus Northwest, L.L.C.



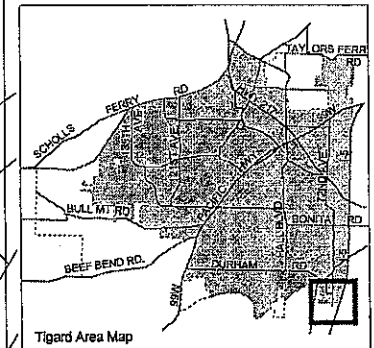
CITY of TIGARD

GEOGRAPHIC INFORMATION SYSTEM

VICINITY MAP

VAC2004-00001

72ND AVENUE PUBLIC
RIGHT-OF-WAY VACATION



Tigard Area Map



0 200 400 600 Feet

1" = 457 feet



Information on this map is for general location only and
should be verified with the Development Services Division.

13125 SW Hall Blvd
Tigard, OR 97223
(503) 639-4171

<http://www.ci.tigard.or.us>

AGENDA ITEM # 11
FOR AGENDA OF July 13, 2004

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Formation of Sanitary Sewer Reimbursement District No. 30 (SW 121st Avenue)

PREPARED BY: G. Berry DEPT HEAD OK *afDuenen* CITY MGR OK *Wan*

ISSUE BEFORE THE COUNCIL

Formation of a sewer reimbursement district to construct a sanitary sewer project as part of the Neighborhood Sewer Extension Program.

STAFF RECOMMENDATION

Approval of the attached Resolution forming the Reimbursement District.

INFORMATION SUMMARY

The proposed project would provide sewer service to seventy lots along SW 121st Avenue south of Tippit Place. Through the City's Neighborhood Sewer Extension Program, the City would install public sewers to each lot within the Reimbursement District and the owners would reimburse the City for a fair share of the cost of the public sewer at the time of connection to the sewer. In addition, each owner would be required to pay a connection fee, currently \$2,535, before connecting to the line and would be responsible for disconnecting the existing septic system according to County rules and any other plumbing modifications necessary to connect to the public line. Each owner has been notified of the hearing by mail. The notice, mailing list and additional details are included in the City Engineer's Report attached as Exhibit A to the proposed resolution.

The project is currently being advertised for bids. The next step after Council approval of the district formation is to accept and review bids to determine if a recommendation should be made to award a contract for construction. Another resolution to finalize the formation of the Reimbursement District, with cost adjustments, will be submitted for Council action after construction is completed and actual construction costs are determined.

OTHER ALTERNATIVES CONSIDERED

None.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Not applicable.

ATTACHMENT LIST

Proposed Resolution
Exhibit A, City Engineer's Report
Exhibit B, Map
Vicinity Map
Communication Plan
Notice to Owners
Mailing List
Resolutions Nos. 01 – 46, 03-55

FISCAL NOTES

Funding is by unrestricted sanitary sewer funds.

k:\eng\2004-2005 fy cpl\121st sanitary reimbursement dist #30\city council formation\7-13-04 reim dist 30 a1s.doc

CITY OF TIGARD, OREGON

RESOLUTION NO. 04-_____

A RESOLUTION ESTABLISHING SANITARY SEWER REIMBURSEMENT DISTRICT NO. 30 (SW 121ST AVENUE.)

WHEREAS, the City has initiated the Neighborhood Sewer Extension Program to extend public sewers and recover costs through Reimbursement Districts in accordance with TMC Chapter 13.09; and

WHEREAS, these property owners have been notified of a public hearing in accordance with TMC 13.09.060 and a public hearing was conducted in accordance with TMC 13.09.050; and

WHEREAS, the City Engineer has submitted a report describing the improvements, the area to be included in the Reimbursement District, the estimated costs, a method for spreading the cost among the parcels within the District, and a recommendation for an annual fee adjustment; and

WHEREAS, the City Council has determined that the formation of a Reimbursement District as recommended by the City Engineer is appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

- SECTION 1 The City Engineer's report titled "Sanitary Sewer Reimbursement District No. 30", attached hereto as Exhibit A, is hereby approved.
- SECTION 2 A Reimbursement District is hereby established in accordance with TMC Chapter 13.09. The District shall be the area shown and described on Exhibit B. The District shall be known as "Sanitary Sewer Reimbursement District No. 30, SW 121st Avenue."
- SECTION 3 Payment of the reimbursement fee as shown in Exhibit A is a precondition of receiving City permits applicable to development of each parcel within the Reimbursement District as provided for in TMC 13.09.110.
- SECTION 4 An annual fee adjustment, at a rate recommended by the Finance Director, shall be applied to the Reimbursement Fee.
- SECTION 5 The City Recorder shall cause a copy of this resolution to be filed in the office of the County Recorder and shall mail a copy of this resolution to all affected property owners at their last known address, in accordance with TMC 13.09.090.
- SECTION 6 This resolution is effective upon passage.

PASSED: This _____ day of _____ 2004.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

RESOLUTION NO. 04-

Page 1

Exhibit A

City Engineer's Report Sanitary Sewer Reimbursement District No. 30 (SW 121st Avenue)

Background

This project will be constructed and funded under the City of Tigard Neighborhood Sewer Extension Program (NSEP). Under the program the City of Tigard would install public sewers to each lot within the project area. At the time the property owner connects to the sewer, the owner would pay a connection fee, currently \$2,535, and reimburse the City for a fair share of the cost of the public sewer. There is no requirement to connect to the sewer or pay any fee until connection is made. In addition, property owners are responsible for disconnecting their existing septic system according to Washington County rules and for any other modifications necessary to connect to the public sewer.

Project Area - Zone of Benefit

Serving the sixty-seven lots in the following Schedule A list will require the extension of an existing sewer at SW 121st Avenue and Tippit Place. The three lots along the east side of SW 121st Avenue and south of Howard Drive currently may be served by an existing line along their SW 121st Street frontage. The purpose of including these three lots in the proposed district is to provide each lot with a service line to the mainline in the street. Because the work required to provide service to the lots listed in Schedule A differ in character from those in Schedule B, different methods of assigning costs are proposed.

The proposed project would provide sewer service to total of seventy lots as shown on Exhibit Map B.

Tax lot 800 is a 1.6 acre undeveloped lot between Alberta Street and James Road without access to a right-of-way. This lot is not proposed to be included in the district since the lot will not have access to the proposed sewer in Alberta Street. Providing service to this lot would require construction of a public sewer across other privately owned lots to reach the proposed Alberta Street sewer. This work would most likely be accomplished by the owner of the lot. The feasibility of such a project and the availability of the easements required for this construction are unknown. However, if the owner of the lot finds the project to be feasible, the line will be available for development of the lot although it is not included in the district.

Cost

The estimated cost for the sanitary sewer construction to provide service to the sixty-seven lots in Schedule A is \$754,001. Engineering and inspection fees amount to \$101,790 (13.5%) as defined in TMC 13.09.040(1). The estimated cost for the sanitary

sewer connection lines to the three lots in Schedule B is \$12,506. Engineering and inspection fees amount to \$1,688 (13.5%) as defined in TMC 13.09.040(1). The estimated total project cost is \$869,986. This is the estimated amount that should be reimbursed to the sanitary sewer fund as properties connect to the sewer and pay their fair share of the total amount. However, the actual amount that each property owner pays is subject to the City's incentive program for early connections.

In addition to sharing the cost of the public sewer line, each property owner will be required to pay an additional \$2,535 connection and inspection fee when connection to the public line is made. All owners will be responsible for all plumbing costs required for work done on private property.

Reimbursement Rate

All properties within Schedule A are zoned R-4.5 but vary in lot size from 51,000 to 11,000 square feet as can be seen in the following list of lots. Therefore, it is recommended that the total cost of this portion of the project be divided among the sixty-seven properties proportional to the square footage of each property.

Other reimbursement methods include dividing the cost equally among the owners or by the length of frontage of each property. These methods are not recommended because there is no correlation between these methods and the cost of providing service to each lot or the benefit to each lot.

The cost of providing service lines to each of the three lots of Schedule B will be equal. Therefore, it is recommended that the total cost of this portion of the project be divided equally among the three lots.

For the lots within the Schedule A portion of the project, each property owner's estimated fair share of the public sewer line is \$0.69 per square foot of the lot served. For the lots within the Schedule B portion of the project, each property owner's estimated fair share is \$4,732. Each owner's fair share would be limited to \$6,000 to the extent that it does not exceed \$15,000, for connections completed within three years of City Council approval of the final City Engineer's Report following construction in accordance with Resolution 01-46 (attached). In addition to paying for the first \$6,000, owners will remain responsible for paying all actual costs that exceed \$15,000. Upon request, payment of costs that exceed \$15,000 may be deferred until the lot is developed as provided by Resolution 03-55 (attached).

Annual Fee Adjustment

TMC 13.09.115 states that an annual percentage rate shall be applied to each property owner's fair share of the sewer line costs on the anniversary date of the reimbursement agreement. The Finance Director has set the annual interest rate at 6.05% as stated in City of Tigard Resolution No. 98-22.

Recommendation

It is recommended that a reimbursement district be formed with an annual fee increase as indicated above and that the reimbursement district continue for fifteen years as provided in the Tigard Municipal Code (TMC) 13.09.110(5). Fifteen years after the formation of the reimbursement district, properties connecting to the sewer would no longer be required to pay the reimbursement fee.

Submitted June 28, 2004



Agustin P. Duenas, P.E.
City Engineer

\\eng\2004-2005 fy cip\121st sanitary reimbursement dist #30\city council formation\7-13-04 reim dist 30 report app a.doc

Reimbursement District No. 30 Schedule A

Estimated Cost to Property Owners

	OWNER	SITE ADDRESS	TAX LOT ID	AREA (S.F.)	ESTIMATED	PAID BY OWNER	PAID BY CITY
					COST TO PROPERTY OWNER		
1	BEATY NORMA A	12170 SW JAMES ST	2S103CB02200	19996	\$13,848	\$6,000	\$7,848
2	BECKER GORDON S	12905 SW 121ST AVE	2S103BC01700	14857	\$10,289	\$6,000	\$4,289
3	BERGSTROM EDWARD A	12165 SW MARION ST	2S103CB02600	15950	\$11,046	\$6,000	\$5,046
4	BERINGER BRIAN J & ANN L	12290 SW MARION ST	2S103CB04100	14850	\$10,284	\$6,000	\$4,284
5	BETTENCOURT RICHARD ELLIS	13240 SW 121ST AVE	2S103CA00303	51494	\$35,660	\$26,660	\$9,000
6	BORST DONNA S	12150 SW JAMES ST	2S103CB02300	19963	\$13,825	\$6,000	\$7,825
7	BRUNNER LANE E & CYNTHIA M	12240 SW JAMES ST	2S103CB01900	19998	\$13,849	\$6,000	\$7,849
8	BUCHHOLZ KYLE J	12120 SW ALBERTA ST	2S103BC02700	17029	\$11,793	\$6,000	\$5,793
9	CHAVEZ JAIME A & KAREN	12295 SW ALBERTA ST	2S103BC02300	15111	\$10,465	\$6,000	\$4,465
10	CONN ALISSA L & MICHAEL L	12240 SW ALBERTA ST	2S103BC03100	15128	\$10,476	\$6,000	\$4,476
11	DAHL STEPHEN MARION S	12170 SW MARION ST	2S103CB04700	16234	\$11,242	\$6,000	\$5,242
12	DAWES RICHARD C & LISA A	12205 SW ALBERTA ST	2S103BC02000	15111	\$10,465	\$6,000	\$4,465
13	DELANO NELLIE M & GARY W	12185 SW MARION ST	2S103CB02601	15950	\$11,046	\$6,000	\$5,046
14	DENKER LES & DEBBIE	12260 SW JAMES ST	2S103CB01800	20139	\$13,947	\$6,000	\$7,947
15	DUNNING DRAKE D	12745 SW 121ST AVE	2S103BC01400	14057	\$9,735	\$6,000	\$3,735
16	ENG DEAN	13235 SW 121ST AVE	2S103CB02500	15681	\$10,859	\$6,000	\$4,859
17	GENTIS STEVEN W	12175 SW ALBERTA ST	2S103BC01900	15111	\$10,465	\$6,000	\$4,465
18	GROSSE' FAMILY TRUST	12185 SW JAMES ST	2S103CB00500	16284	\$11,277	\$6,000	\$5,277
19	HARRIS RONALD C AND LILA S	12285 SW MARION ST	2S103CB03001	15951	\$11,046	\$6,000	\$5,046
20	IVERSON LARRY T & SANDRA L	12220 SW JAMES ST	2S103CB02000	20000	\$13,850	\$6,000	\$7,850
21	JAGOSH JOHN	12145 SW JAMES ST	2S103CB00300	21976	\$15,219	\$6,219	\$9,000
22	JOHNSON H DALE AND	12245 SW MARION ST	2S103CB02900	15951	\$11,046	\$6,000	\$5,046
23	RUTH WOOD JONES HOLDINGS LLC	121ST AVE (VACANT)	2S103CA00309	19567	\$13,550	\$6,000	\$7,550
24	RUTH WOOD JONES HOLDINGS LLC	121ST AVE (VACANT)	2S103CA00310	17663	\$12,232	\$6,000	\$6,232
25	RUTH WOOD JONES HOLDINGS LLC	121ST AVE (VACANT)	2S103CA00311	17662	\$12,231	\$6,000	\$6,231
26	JONES RICHARD W	12190 SW MARION ST	2S103CB04600	15658	\$10,843	\$6,000	\$4,843
27	JOSEPH BRENDA M	11905 SW FONNER ST	2S103BD03700	15207	\$10,531	\$6,000	\$4,531
28	KAUSLER WILLIAM M & MELISSA J	12225 SW MARION ST	2S103CB02800	15951	\$11,046	\$6,000	\$5,046
29	KELLY DANIEL D & MELODIE	12180 SW ALBERTA ST	2S103BC02900	15128	\$10,476	\$6,000	\$4,476
30	KIRCHER ROBERT B	12970 SW 121ST AVE	2S103BD03500	19331	\$13,387	\$6,000	\$7,387
31	LANCASTER MICHAEL T	13035 SW 121ST AVE	2S103CB00100	19934	\$13,805	\$6,000	\$7,805
32	LAPLANTE FELIX F AND SALLY J	12145 SW ALBERTA ST	2S103BC01800	15111	\$10,465	\$6,000	\$4,465
33	LEAR JOE JR & JOANN	13065 SW 121ST AVE	2S103CB00200	15998	\$11,079	\$6,000	\$5,079
34	LOFGREN RICHARD W & PATRICIA M	11935 SW FONNER ST	2S103BD03600	16838	\$11,661	\$6,000	\$5,661
35	MENDE MICHAEL	FONNER	2S103CA00301	18238	\$12,630	\$6,000	\$6,630
36	MUNSON KURT R AND JULIA H	12205 SW MARION ST	2S103CB02700	15951	\$11,046	\$6,000	\$5,046
37	NASH FAMILY REV LIV TRUST	12270 SW ALBERTA ST	2S103BC03200	15128	\$10,476	\$6,000	\$4,476
38	NORRIS LONNIE D AND	13300 SW 121ST AVE	2S103CA00500	23445	\$16,236	\$7,236	\$9,000
39	NORTON CLAYTON E	12210 SW MARION ST	2S103CB04500	15820	\$10,956	\$6,000	\$4,956
40	OLIVER CHARLES A/BETH M	12300 SW ALBERTA ST	2S103BC03300	15128	\$10,476	\$6,000	\$4,476
41	OSGOOD CHERYL	12845 SW 121ST AVE	2S103BC01600	15586	\$10,794	\$6,000	\$4,794
42	OTTING JOHN H	12210 SW ALBERTA ST	2S103BC03000	15128	\$10,476	\$6,000	\$4,476
43	OWNBEY DAVID LLOYD	12230 SW MARION ST	2S103CB04400	15185	\$10,516	\$6,000	\$4,516
44	PALACIOS ARMANDO & PATRICIA &	12920 SW 121ST AVE	2S103BD03400	22686	\$15,710	\$6,710	\$9,000
45	PARKER BENJAMIN J & KIMBERLY A	13305 SW 121ST AVE	2S103CB04800	18358	\$12,713	\$6,000	\$6,713
46	PEDERSEN NORMAN LEROY & ALICE M	12265 SW ALBERTA ST	2S103BC02200	15111	\$10,465	\$6,000	\$4,465
47	PETITT THOMAS J & ERIN D	13400 SW 121ST AVE	2S103CA00603	23467	\$16,251	\$7,251	\$9,000
48	PRICE JOHN H & NORMA J	12270 SW MARION ST	2S103CB04200	15139	\$10,484	\$6,000	\$4,484
49	RAMIREZ EDUARDO & LUCIA	12840 SW 121ST AVE	2S103BD03200	11424	\$7,911	\$6,000	\$1,911
50	REED GEORGIA J LIVING TRUST	12795 SW 121ST AVE	2S103BC01500	15589	\$10,796	\$6,000	\$4,796
51	SCHMIDTMANN BRANDT & KAREN K	12215 SW JAMES ST	2S103CB00600	28973	\$20,064	\$11,064	\$9,000
52	SCHMIDTMANN BRANDT & KAREN K	JAMES RD	2S103CB00501	12688	\$8,787	\$6,000	\$2,787
53	SELNER JOHN JOSEPH & MAXINE ELL	12280 SW JAMES ST	2S103CB01701	17314	\$11,990	\$6,000	\$5,990
54	SHEPHERD NICHOLAS M	12265 SW MARION ST	2S103CB03000	15951	\$11,046	\$6,000	\$5,046
55	SITZMAN DEANE D/ANNA L	12235 SW ALBERTA ST	2S103BC02100	15111	\$10,465	\$6,000	\$4,465
56	SJULIN-GREGER FAMILY TRUST	13360 SW 121ST AVE	2S103CA00602	14989	\$10,380	\$6,000	\$4,380
57	SMITH SANDRA T	12880 SW 121ST AVE	2S103BD03300	23524	\$16,291	\$7,291	\$9,000
58	SPANGLER JAMES P & KAREN L	13270 SW 121ST AVE	2S103CA00400	22717	\$15,732	\$6,732	\$9,000
59	STAEHNKE BENJAMIN M	12165 SW JAMES ST	2S103CB00400	28971	\$20,063	\$11,063	\$9,000
60	STRENDING EDWARD MARIANN	12150 SW ALBERTA ST	2S103BC02800	15128	\$10,476	\$6,000	\$4,476
61	THORIN G KARIN	12190 SW JAMES ST	2S103CB02100	19999	\$13,850	\$6,000	\$7,850
62	TIBBETS GEORGE L FAMILY TRUSTEE	12235 SW JAMES ST	2S103CB00700	43464	\$30,100	\$21,100	\$9,000
63	TIBBETS KATHLEEN M	12275 SW JAMES ST	2S103CB01000	15774	\$10,924	\$6,000	\$4,924
64	VONADA GREG E & REBECCA M	12020 SW FONNER ST	2S103CA00302	21479	\$14,875	\$6,000	\$8,875
65	WALL KENT N & FRANCES P	13205 SW 121ST AVE	2S103CB02400	20001	\$13,851	\$6,000	\$7,851
66	WILLIAMS MICHAEL R	12250 SW MARION ST	2S103CB04300	15902	\$11,012	\$6,000	\$5,012
67	WILSON RONALD R DIANE M	13200 SW 121ST AVE	2S103CA00307	21534	\$14,913	\$6,000	\$8,913
				Totals	1235771	\$855,791	\$453,326
							\$402,465

PROJECT TOTAL (Paid by Owners + Paid by City)

\$855,791

121ST AVENUE
Reimbursement District No. 30 Schedule A
*Estimated Cost to Property Owners
Summary*

Estimated Construction Cost	\$655,653
15% contingency (construction)	\$98,348
Estimated construction cost (plus contingency)	\$754,001
13.5% contingency (Admin & Eng)	\$101,790
total project costs	\$855,791
total area to be served (S.F.)	1,235,771.00
total cost per S.F. to property owner	\$0.69

Reimbursement District No. 30 Schedule B

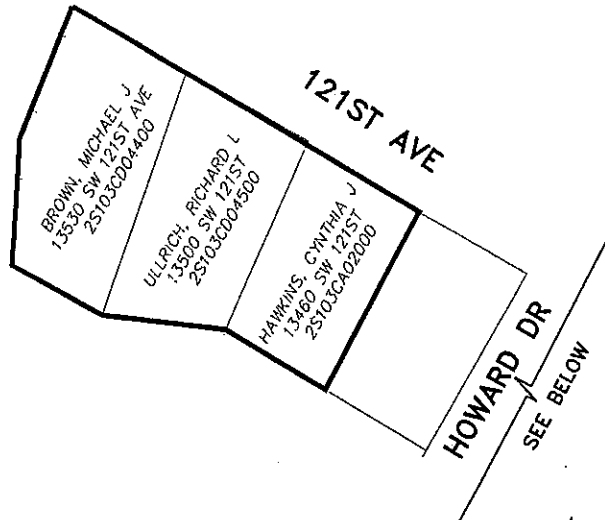
Estimated Cost to Property Owners

OWNER		SITE ADDRESS	TAX LOT ID	AREA (S.F.)	ESTIMATED COST TO PROPERTY OWNER
1	BROWN MICHAEL J &	13530 SW 121ST AVE	2S103CD04400	19088.44	\$4,731.67
2	HAWKINS CYNTHIA J	13460 SW 121ST AVE	2S103CA02000	15278.40	\$4,731.67
3	ULLRICH RICHARD L	13500 SW 121ST AVE	2S103CD04500	38610.84	\$4,731.67
Totals				72977.68	\$14,195
PROJECT TOTAL					\$14,195

121ST AVENUE
Reimbursement District No. 30 Schedule B
Estimated Cost to Property Owners
Summary

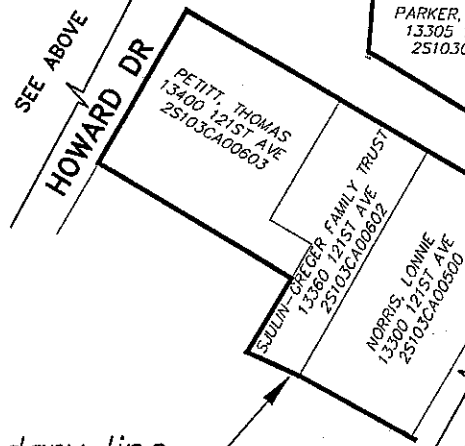
Estimated Construction Cost	\$10,875
15% contingency (construction)	\$1,631
Estimated construction sub-total	\$12,506
13.5% contingency (Admin & Eng)	\$1,688
total project costs	\$14,195
SCHEDULE A	\$855,791
SCHEDULE B	\$14,195
TOTAL PROJECT COST SCHEDULE A AND B	\$869,986

121ST AVENUE
SANITARY SEWER IMPROVEMENTS
REIMBURSEMENT DISTRICT #30
A PORTION OF THE SW 1/4 OF
SECTION 3 T2S R1W W.M.



NOTE:

All properties in district are zoned R4.5



District boundary line

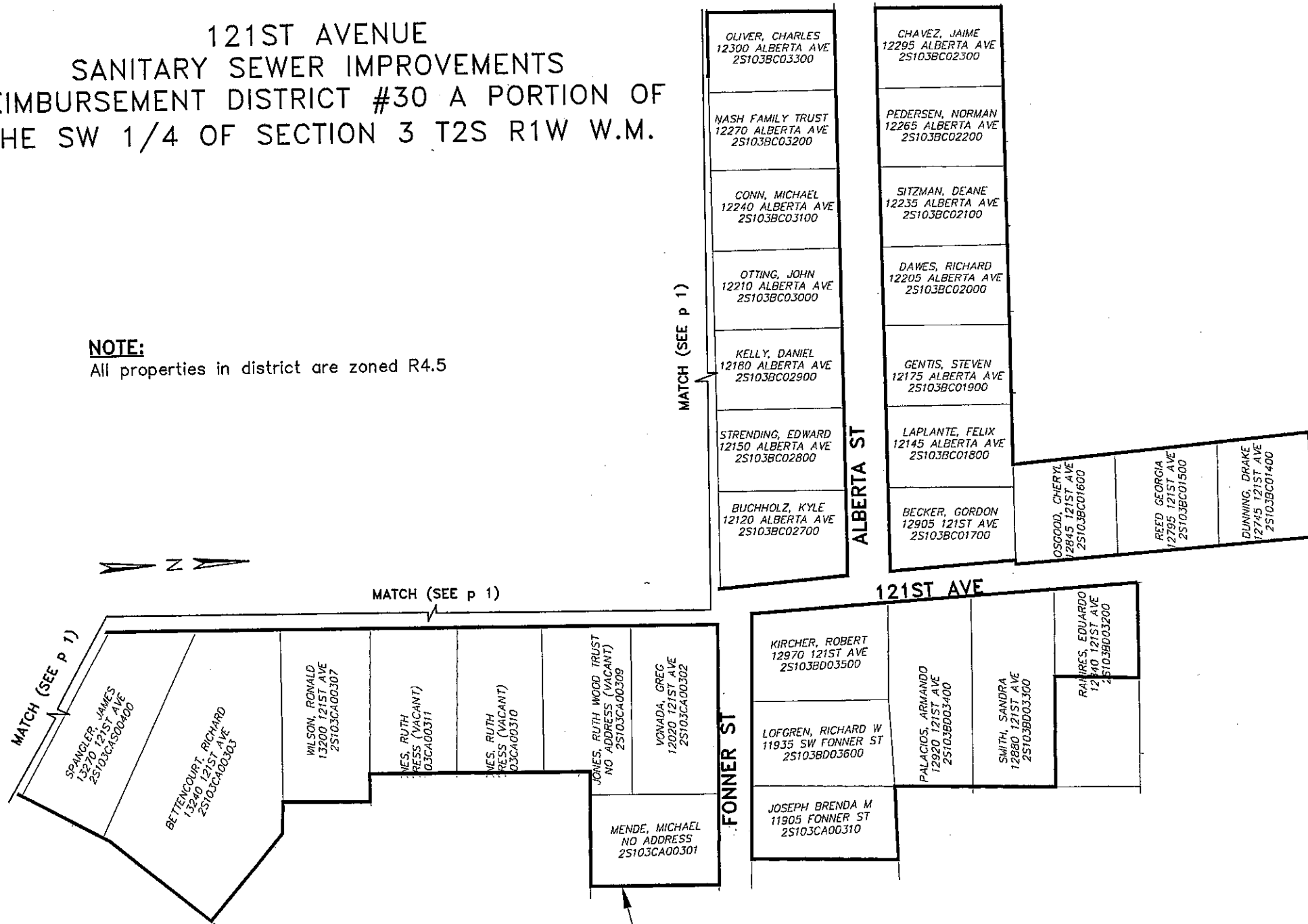


EXHIBIT B (p 1)

121ST AVENUE SANITARY SEWER IMPROVEMENTS REIMBURSEMENT DISTRICT #30 A PORTION OF THE SW 1/4 OF SECTION 3 T2S R1W W.M.

NOTE:

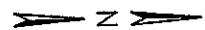
All properties in district are zoned R4.5





District boundary line

EXHIBIT B (p 2)

121ST AVENUE
SANITARY SEWER IMPROVEMENTS REIMBURSEMENT DISTRICT #30
A PORTION OF THE SW 1/4 OF SECTION 3 T2S R1W W.M.



-  DISTRICT PARCELS (SCHEDULE A)
-  DISTRICT PARCELS (SCHEDULE B)

Communications Plan

121st Avenue Sanitary Sewer Extension Program

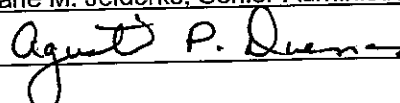
Goal: Construction Sanitary Sewer Extension for Reimbursement District No. 30.

Timeline: FY 04-05 Construction Season.

Communication Goal: To communicate to property owners within the Sanitary Sewer Reimbursement District the estimated cost of connecting to the public sanitary sewer line, the construction schedule, and final cost for the Reimbursement District.

Date	Item	Description	Responsibility
3/18/04	General Meeting	Explain Citywide San Sewer Extension Program to property owners proposed to be included in a Reimbursement District for FY04-05	Vannie Greg
4/8/03	Neighborhood Meeting Notice	Mail 4/21/04 meeting notices to property owners within proposed Reimbursement District.	Diane Bethany
4/8/03	Events Calendar/Web Page	Post Meeting on Events Calendar and post map of District on Reimbursement District website.	Diane
4/21/04	Neighborhood Meeting	Meet with property owners to review estimated costs and construction activity.	Vannie Greg Westlake
6/28/04	Formation Hearing Notice	Mail Formation Hearing Notice to Property Owners within proposed Reimbursement District.	Diane Bethany
6-18-04	Advertisement	Submit Advertisement to DJC to publish 6/22/04 and TT to publish 6/24/04 for Construction of Reimbursement District.	Diane Bethany
7/13/04	Formation Hearing with CC	Public Hearing with City Council to review formation of proposed Reimbursement District.	Greg
7/14/04	Notice of Decision	Mail Notice of City Council's Decision to property owners within Reimbursement District	Diane Bethany
7/13/04	Bid Opening	Opening of Bids at public bid opening.	Vannie Diane
7/13/04	City Council Submittal	Submit Agenda item summary - recommend contract be awarded to low bidder if appropriate.	Vannie
7/20/04	City Council/LCRB	City Council - Awards or rejects contract.	Gus
7/21/04	Award Bid	Send NOA and contract documents to lowest bidder after awarded by CC.	Diane Bethany
7/04	Pre-Construction Meeting	Inspector and Contractor meet prior to beginning work to go review proposed work and establish communication plan.	Mike Mills
8/2/04	Notice to Proceed	Issue NTP after Performance Bond and Insurance Certificates received and contract is signed.	Diane Bethany
8//04	Traffic Control Plan	Plan needs to be approved by construction inspector and project manager	Mike Mills Vannie
8/04	Lateral Locations	Confirm with property owners location of laterals	Mike Mills
8/04	Construction Inspection	Inspector is available to receive and respond to complaints	Mike Mills
8/04	Construction Notice	Hang Construction Notice on doorknobs of property owners impacted by project	Mike Mills Contractor
10/04	Notice to property owners of Assessment Hearing with CC	Send hearing notice, Resolution, property owner cost to each property owner.	Greg Diane/Bethany
10/04	Notice of Assessment	Send Resolution with attachments to each property owner	Greg Diane/Bethany

Prepared by: Diane M. Jelderks, Senior Administrative Specialist

Approved by:  Agust P. Quenz

June 28, 2004

NOTICE

Informational Hearing

NOTICE IS HEREBY GIVEN
THAT THE **TIGARD CITY COUNCIL**
AT A MEETING ON
TUESDAY, July 13, 2004 AT 7:30 PM
IN THE TOWN HALL OF THE TIGARD CIVIC CENTER
13125 SW HALL BLVD
TIGARD OR 97223

TO CONSIDER THE FOLLOWING:

Proposed Sanitary Sewer Reimbursement District No. 30.
(SW 121st Avenue)

The Tigard City Council will conduct an informational public hearing to hear testimony on the proposed Reimbursement District formed to install sewers in SW 121st Avenue.

Both public oral and written testimony is invited.

The public hearing on this matter will be conducted as required by
Section 13.09.060 of the Tigard Municipal Code.

Further information and the scheduled time for this item during the Council meeting may be obtained from the Engineering Department, 13125 SW Hall Blvd. Tigard, Oregon 97223, by calling 503 718-2468 or at www.ci.tigard.or.us.

Proposed Sanitary Sewer Reimbursement District No. 30 (SW 121st Avenue)

At this meeting, City Council will be requested to form a sewer reimbursement district to provide your neighborhood with sewer service. There is no requirement to connect to the sewer or pay any fee until connection is made. Each property owner's estimated fair share is summarized in the attached tables. The lots have been divided into two groups.

The Schedule A group includes the sixty-seven lots that will be provided with service from a new line. Each owner in this group will be assigned a fair share of the cost of the project based on the area of the lot served.

The remaining three lots south of Howard Drive will be included in the Schedule B group. These lots could be served from an existing sewer mainline in SW 121st Avenue by individual connection lines from the mainline. The work included in the Schedule B portion of the proposed district will be limited to the installation of these connection lines. Each owner will be assigned an equal fair share of the total cost of installing the connection lines.

The amounts for both portions of the project will be revised once construction is completed and final costs are determined. An annual increase of 6.05% simple interest will also be applied to this amount.

The amount each property owner will be required to pay will be limited to \$6,000 for connections completed within three years of City Council approval of the final City Engineer's Report following construction, in accordance with Resolution 01-46. Please note that this resolution also requires the owner to pay any fair share amounts that exceed \$15,000. Consequently, if the final fair share for an owner exceeds \$15,000, the owner would be required to pay \$6,000 plus the amount the fair share exceeds \$15,000. Under Resolution 03-55, payment of the amount in excess of \$15,000 may be deferred until the owner's lot is developed.

The owner would also be required to pay a connection fee of \$2,535 at the time of connection to the sewer. In addition, property owners are responsible for disconnecting their existing septic system according to Washington County rules and for any other modifications necessary to connect to the public sewer.

2S103CB-02200
BEATY NORMA A
12170 SW JAMES ST
TIGARD, OR 97223

2S103BC-01700
BECKER GORDON S AND
MARJORIE K
12905 SW 121ST AVENUE
TIGARD, OR 97223

2S103CB-02600
BERGSTROM EDWARD A
12165 SW MARION
TIGARD, OR 97223

2S103CB-04100
BERINGER BRIAN J & ANN L
12290 SW MARION ST
TIGARD, OR 97223

2S103CA-00303
BETTENCOURT RICHARD ELLIS &
LORRAINE
13240 SW 21ST AVE
TIGARD, OR 97223

2S103CB-02300
BORST DONNA S
12150 SW JAMES
TIGARD, OR 97223

2S103CD-04400
BROWN MICHAEL J &
RIES-BROWN JUNITA M
13530 SW 121ST ST
TIGARD, OR 97223

2S103CB-01900
BRUNNER LANE E & CYNTHIA M
12240 SW JAMES ST
TIGARD, OR 97223

2S103BC-02700
BUCHHOLZ KYLE J
12120 SW ALBERTA ST
TIGARD, OR 97223

2S103BC-02300
CHAVEZ JAIME A & KAREN
12295 SW ALBERTA ST
TIGARD, OR 97223

2S103BC-03100
CONN ALISSA L & MICHAEL L
12240 SW ALBERTA ST
TIGARD, OR 97223

2S103CB-04700
DAHL STEPHEN MARION S
12170 SW MARION
TIGARD, OR 97223

2S103BC-02000
DAWES RICHARD C & LISA A
12205 SW ALBERTA ST
TIGARD, OR 97223

2S103CB-02601
DELANO NELLIE M & GARY W
12185 SW MARION ST
TIGARD, OR 97223

2S103CB-01800
DENKER LES & DEBBIE
12260 SW JAMES ST
TIGARD, OR 97223

2S103BC-01400
DUNNING DRAKE D &
MARY P
12745 SW 121ST AVE
TIGARD, OR 97223

2S103CB-02500
ENG DEAN
10014 SE CLINTON AVE
PORTLAND, OR 97266

2S103BC-01900
GENTIS STEVEN W
12175 SW ALBERTA
TIGARD, OR 97223

2S103CB-00500
GROSSE' FAMILY TRUST
BY GROSSE' EUGENE R/ELIZABETH F TRS
12185 SW JAMES ST
TIGARD, OR 97223

2S103BD-03000
GROSS WILER R EDWARD &
CATE LUCY M
12780 SW 121ST AVE
TIGARD, OR 97223

2S103CB-03001
HARRIS RONALD C AND LILA S
1225 PARK AVE #12C
NEW YORK, NY 10128

2S103CA-02000
HAWKINS CYNTHIA J
13460 SW 121ST AVE
TIGARD, OR 97223

2S103CB-02000
IVERSON LARRY T & SANDRA L
12220 SW JAMES ST
TIGARD, OR 97223

2S103CB-00300
JAGOSH JOHN
12905 SW 135TH AVE
TIGARD, OR 97223

2S103CB-02900
JOHNSON H DALE AND
GRACE V TRUSTEES
12245 SW MARION
TIGARD, OR 97223

2S103CA-00309
JONES HOLDINGS LLC
BY RUTH WOOD JONES
1132 SW 57TH AVE
PORTLAND, OR 97221

~~2S103CA-00310~~
~~JONES HOLDINGS LLC~~
~~BY RUTH WOOD JONES~~
~~1132 SW 57TH AVE~~
~~PORTLAND, OR 97221~~ *Dup*

~~2S103CA-00311~~
~~JONES HOLDINGS LLC~~
~~BY RUTH WOOD JONES~~
~~1132 SW 57TH AVE~~
~~PORTLAND, OR 97221~~ *Dup*

2S103CB-04600
JONES RICHARD W
SHARON R
12190 SW MARION ST
TIGARD, OR 97223

2S103BD-03700
JOSEPH BRENDA M &
BRUMMETT JUSTIN P
11905 SW FONNER ST
TIGARD, OR 97223

2S103CB-02800
KAUSLER WILLIAM M & MELISSA J
12225 SW MARION ST
TIGARD, OR 97223

2S103BC-02900
KELLY DANIEL D & MELODIE
12180 SW ALBERTA
TIGARD, OR 97223

2S103BD-03500
KIRCHER ROBERT B
PHYLLIS F
12970 SW 121ST
TIGARD, OR 97223

2S103CB-00100
LANCASTER MICHAEL T AND
PATRICIA
13035 SW 121ST AVE
TIGARD, OR 97223

2S103BC-01800
LAPLANTE FELIX F AND SALLY J
12145 SW ALBERTA STREET
TIGARD, OR 97223

2S103CB-00200
LEAR JOE JR & JOANN
13065 SW 121ST
TIGARD, OR 97223

2S103BD-03600
LOFGREN RICHARD W & PATRICIA M
11935 SW FONNER ST
TIGARD, OR 97223

2S103CA-00301
MENDE MICHAEL J
14775 NW JEWELL LN
PORTLAND, OR 97229

2S103CB-02700
MUNSON KURT R AND JULIA H
12205 SW MARION ST
TIGARD, OR 97223

2S103BC-03200
NASH FAMILY REV LIV TRUST
BY DOUGLAS E/NANCY LOU NASH TRS
12270 SW ALBERTA AVE
TIGARD, OR 97223

2S103CA-00500
NORRIS LONNIE D AND
MARILYN M
13300 SW 121ST AVE
TIGARD, OR 97223

2S103CB-04500
NORTON CLAYTON E
12210 SW MARION ST
TIGARD, OR 97223

2S103BC-03300
OLIVER CHARLES A/BETH M
12300 SW ALBERTA ST
TIGARD, OR 97223

2S103BC-01600
OSGOOD CHERYL &
WORRELL TERRY D &
YATES JONATHAN
11782 SW SWENDON LOOP
TIGARD, OR 97223

2S103BC-03000
OTTING JOHN H
c/o OTTING STEPHEN J
8885 SW O'MARA
TIGARD, OR 97223

2S103CB-04400
OWNBEY DAVID LLOYD &
PATRICIA ANNE
12230 SW MARION ST
TIGARD, OR 97223

2S103BD-03400
PALACIOS ARMANDO & PATRICIA &
PALACIOS RUBEN & OLGA
12920 SW 121ST AVE
TIGARD, OR 97223

2S103CB-04800
PARKER BENJAMIN J & KIMBERLY A
13305 SW 121ST AVE
TIGARD, OR 97223

2S103BC-02200
PEDERSEN NORMAN LEROY & ALICE M
12265 SW ALBERTA ST
TIGARD, OR 97223

2S103CA-00603
PETITT THOMAS J & ERIN D
13400 SW 121ST AVE
TIGARD, OR 97223

2S103CB-04200
PRICE JOHN H & NORMA J
12270 SW MARION ST
TIGARD, OR 97223

2S103BD-03200
RAMIREZ EDUARDO & LUCIA
12840 SW 121ST AVE
TIGARD, OR 97223

2S103BC-01500
REED GEORGIA J LIVING TRUST
12795 SW 121ST AVE
TIGARD, OR 97223

2S103CB-00501
SCHMIDTMANN BRANDT & KAREN K
12215 SW JAMES ST
TIGARD, OR 97223

2S103CB-00600
SCHMIDTMANN BRANDT & KAREN K
12215 SW JAMES ST
TIGARD, OR 97223

2S103CB-01701
SELNER JOHN JOSEPH & MAXINE ELL
12280 SW JAMES ST
TIGARD, OR 97223

2S103CB-03000
SHEPHERD NICHOLAS M &
THORKELSON APRIL L
12265 SW MARION ST
TIGARD, OR 97223

2S103BC-02100
SITZMAN DEANE D/ANNA L
12235 SW ALBERT ST
TIGARD, OR 97223

2S103CA-00602
SJULIN-GREGER FAMILY TRUST
BY SJULIN JAMES M &
GREGER GAY L TRS
4028 SE SALMON
PORTLAND, OR 97214

2S103BD-03300
SMITH SANDRA T
12880 SW 121ST
TIGARD, OR 97223

2S103CA-00400
SPANGLER JAMES P & KAREN L
13285 SW HOWARD DR
TIGARD, OR 97223

2S103CA-00307
WILSON RONALD R DIANE M
13200 SW 121ST
TIGARD, OR 97223

2S103CB-00400
STAEHNKE BENJAMIN M
VIRGINIA L
12165 SW JAMES
TIGARD, OR 97223

2S103BC-02800
STRENDING EDWARD MARIANN
12150 SW ALBERTA
TIGARD, OR 97223

2S103CB-02100
THORIN G KARIN
PO BOX 23125
TIGARD, OR 97281

2S103CB-00700
TIBBETS KATHLEEN M
12235 SW JAMES ST
TIGARD, OR 97223

2S103CB-01000
TIBBETS KATHLEEN M SURVIVOR'S T
BY TIBBETS KATHLEEN M &
MCCOY MICHAEL R/COLIN S TRS
12275 SW JAMES ST
PORTLAND, OR 97223

2S103CD-04500
ULLRICH RICHARD L
SHARON L
13500 SW 121ST AVE
TIGARD, OR 97223

2S103CA-00302
VONADA GREG E & REBECCA M
12020 SW FONNER ST
TIGARD, OR 97223

2S103CB-02400
WALL KENT N & FRANCES P
13205 SW 121ST AVE
TIGARD, OR 97223

2S103CB-04300
WILLIAMS MICHAEL R
12250 SW MARION STREET
TIGARD, OR 97223

CITY OF TIGARD, OREGON

RESOLUTION NO. 01-46

A RESOLUTION REPEALING RESOLUTION NO. 98-51 AND ESTABLISHING A REVISED AND ENHANCED NEIGHBORHOOD SEWER REIMBURSEMENT DISTRICT INCENTIVE PROGRAM

WHEREAS, the City Council has initiated the Neighborhood Sewer Extension Program to extend public sewers through Reimbursement Districts in accordance with TMC Chapter 13.09; and

WHEREAS, on October 13, 1998, the City Council established The Neighborhood Sewer Reimbursement District Incentive Program through Resolution No. 98-51 to encourage owners to connect to public sewer. The program was offered for a two-year period after which the program would be evaluated for continuation; and

WHEREAS, on September 26, 2000, the City Council extended The Neighborhood Sewer Reimbursement District Incentive Program an additional two years through Resolution No. 00-60; and

WHEREAS, City Council finds that residential areas that remain without sewer service should be provided with service within five years; and

WHEREAS, Council has directed that additional incentives should be made available to encourage owners to promptly connect to sewers once service is available and that owners who have paid for service provided by previously established districts of the Neighborhood Sewer Extension Program should receive the benefits of the additional incentives.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: Resolution No. 98-51 establishing the Neighborhood Sewer Reimbursement District Incentive Program is hereby repealed.

SECTION 2: A revised incentive program is hereby established for the Neighborhood Sewer Extension Program. This incentive program shall apply to sewer connections provided through the sewer reimbursement districts shown on the attached Table 1 or established thereafter. All connections qualifying under this program must be completed within **three years** after Council approval of the final City Engineer's Report following a public hearing conducted in accordance with TMC Section 13.09.105 or by **two years** from the date this resolution is passed, which ever is later, as shown on the attached Table 1.

SECTION 3: To the extent that the reimbursement fee determined in accordance with Section 13.09.040 does not exceed \$15,000, the amount to be reimbursed by an owner of a lot zoned single family residential shall not exceed \$6,000 per connection, provided that the lot owner complies with the provisions of Section 2. Any amount over \$15,000 shall be reimbursed by the owner. This applies only to the reimbursement fee for the sewer installation and not to the connection fee, which is still payable upon application for

sewer connection.

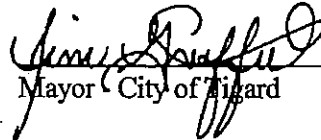
SECTION 4: The City Engineer's Report required by TMC Chapter 13.09 shall apply the provisions of this incentive program. Residential lot owners who do not connect to sewer in accordance with Section 2 shall pay the full reimbursement amount as determined by the final City Engineer's Report.

SECTION 5: Any person who has paid a reimbursement fee in excess of the fee required herein is entitled to reimbursement from the City. The amounts to be reimbursed and the persons to be paid shall be determined by the Finance Director and approved by the City Manager. There shall be a full explanation of any circumstances that require payment to any person who is not an original payer. The Finance Director shall make payment to all persons entitled to the refund no later than August 31, 2001.

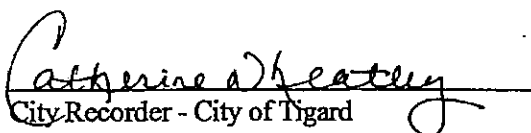
SECTION 6: The Sanitary Sewer Fund, which is the funding source for the Neighborhood Sewer Reimbursement District Program, shall provide the funding for the installation costs over \$6,000 up to a maximum of \$15,000 per connection.

EFFECTIVE DATE: July 10, 2001

PASSED: This 10th day of July 2001.


Mayor City of Tigard

ATTEST:


City Recorder - City of Tigard

I:\Citywide\Res\Resolution Revising the Neighborhood Sewer Incentive Program

TABLE 1
Reimbursement Districts with Refunds Available

DISTRICT	FEE PER LOT	REIMBURSEMENT AVAILABLE	INCENTIVE PERIOD ENDS
TIGARD ST.No.8	5,193	No reimbursement available	
FAIRHAVEN ST/WYNo.9	4,506	No reimbursement available	
HILLVIEW ST No.11	8,000		July 11, 2003
106 TH & JOHNSON No.12	5,598	No reimbursement available	
100 TH & INEZ No.13	8,000		July 11,2003
WALNUT & TIEDEMAN No.14	8,000		July 11,2003
BEVELAND&HERMOSA No.15	5,036	No reimbursement available	
DELMONTE No.16	8,000		July 11,2003
O'MARA No.17	8,000		July 11,2003
WALNUT & 121 ST No.18	-	Amount to be reimbursed will be	Throo years from service availability
ROSE VISTA No.20	-	determined once final costs are determined.	

* Currently being constructed

CITY OF TIGARD, OREGON

RESOLUTION NO. 03- 55

A RESOLUTION PROVIDING ADDITIONAL INCENTIVES TO THE NEIGHBORHOOD SEWER REIMBURSEMENT DISTRICT INCENTIVE PROGRAM (RESOLUTION NO. 01 - 46).

WHEREAS, the City Council has initiated the Neighborhood Sewer Extension Program to extend public sewers through Reimbursement Districts in accordance with TMC Chapter 13.09; and

WHEREAS, on July 10, 2001, the City Council established the Revised and Enhanced Neighborhood Sewer Reimbursement District Incentive Program through Resolution No. 01-46 to encourage owners to connect to public sewer within three-years following construction of sewers; and

WHEREAS, Council has directed that additional incentives should be made available to encourage owners of large lots to promptly connect to sewers once service is available.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

- SECTION 1:** In addition to the incentives provided by Resolution No. 01-46, any person whose reimbursement fee exceeds \$15,000 and wishes to connect a single family home or duplex to a sewer constructed through a reimbursement district may defer payment of the portion of the reimbursement fee that exceeds \$15,000, as required by Section 3 of Resolution No. 01-46, until the lot is partitioned or otherwise developed in accordance with a land use permit. The land use permit shall not be issued until payment of the deferred amount is made. The Annual Fee Adjustment required by TMC Section 13.09.115 shall not apply to payment of this deferred amount.
- SECTION 2:** Lots that qualify under Section 1, within reimbursement districts that have exceeded the three-year period for connection, and have not connected to sewer can connect the existing structure, pay a reimbursement fee of \$6,000, and defer payment of the portion of the reimbursement fee that exceeds \$15,000 if connection to the sewer is completed within one year after the effective date of this resolution.
- SECTION 3:** Vacant lots improved with a single family home or duplex during the term of the reimbursement district shall qualify for the provisions of Resolution No. 01-46, pay \$6,000 if the fee exceeds that amount, and may defer payment of the portion of the reimbursement fee that exceeds \$15,000 as provided by Section 1.
- SECTION 4:** Vacant lots that are partitioned, subdivided, or otherwise developed during the life of the reimbursement district shall qualify for the provisions of Resolution No. 01-46, shall pay a reimbursement fee of \$6,000, and shall pay any amount due over \$15,000 at the time of development. The Annual Fee Adjustment required by TMC Section 13.09.115 shall not apply to payments made under this section.
- SECTION 5:** The owner of any lot for which deferred payment is requested must enter into an agreement with the City, on a form prepared by the City Engineer, acknowledging the

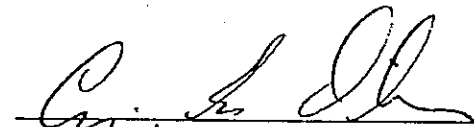
owner's and owner's successors obligation to pay the deferred amount as described in Section 1. The City Recorder shall cause the agreement to be filed in the office of the County Recorder to provide notice to potential purchasers of the lot. The recording will not create a lien. Failure to make such a recording shall not affect the obligation to pay the deferred amount.

SECTION 6: Any person who qualifies under Section 1 and has paid a reimbursement fee for the portion of the reimbursement fee in excess of \$15,000 is entitled to reimbursement for that amount from the City upon request. The amounts to be reimbursed and the persons to be paid shall be determined by the Finance Director and approved by the City Manager. There shall be a full explanation of any circumstances that require payment to any person who is not an original payer. Any person requesting a refund must sign an agreement similar to that described in Section 5 acknowledging the obligation to pay the refunded amount upon partitioning or developing the lot.

SECTION 7: The Sanitary Sewer Fund continues to remain the funding source for the Neighborhood Sewer Reimbursement District Program and shall provide the funding for the installation costs over \$6,000 up to a maximum of \$15,000 per connection and for any deferred payment permitted by this resolution.

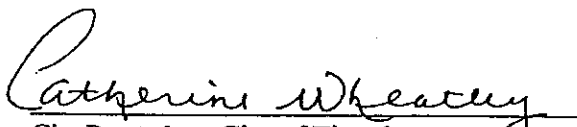
SECTION 8: This resolution is effective immediately upon passage.

PASSED: This 14th day of October 2003.



~~Mayor - City of Tigard~~
Craig E. Dirksen, Council President

ATTEST:



Catherine Wheately
City Recorder - City of Tigard

I:\eng\eng\reimbursement districts\revisions res 01-48 aug 28 03\oct 14 03 council\10-14-03 addition to res 1-48 res.doc

RESOLUTION NO. 03- 55

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